Scope of Work

Graduation Alliance

AND

Mukilteo School District

(hereinafter referred to as District)

A. Purpose.

It shall be the purpose of this Scope of Work (the "Agreement") to:

- 1. Support the statewide dropout reengagement system as defined in RCW 28A.175.100 and WAC 392-700.
- Comply with requirements outlined in WAC 392-700 and provide regular and vocational education opportunities for eligible students who are working toward course credits which can be converted to high school credits through the Student Reengagement Program (hereinafter referred to as Program) operated by Graduation Alliance.

B. Duration of Scope of Work.

This Agreement will be in effect from the date of District's signature (the "Effective Date") through August 31, 2018 and shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Either party may choose not to renew this Agreement without cause for any reason.

C. Eligibility.

- 1. Youth are eligible for reengagement programming when they meet the following criteria:
 - a) Under twenty-one (21) years of age, but at least sixteen (16) years of age, as of as of September 1, AND
 - b) Have not yet met high school graduation requirements, AND
 - i. Students who, based on their original expected graduation date, have participated or could have participated in up to two (2) full years of high school must have an earned to attempted credit ratio that is sixty-five (65) percent or less. (Earned credits divided by attempted credits ≤ sixty-five (65) percent), OR
 - ii. Students who, based on their original expected graduation date, have participated or could have participated in more than two (2) full years of high school must have an earned to attempted credit ratio that is seventy-five (75) percent or less. (Earned credits divided by attempted credits ≤ seventy-five (75) percent),

OR

- c) If not credit deficient as outlined in Section C.1.b., have been recommended for enrollment by case managers from the Department of Social and Health Services (DSHS), the juvenile justice system, district approved school personnel, or staff from community agencies which provide educational advocacy services.
- 2. Additionally, prior to enrollment in the Program, all students must:
 - a) Have been withdrawn from their last high school, AND
 - b) Have been released from their district of residence, if necessary, in order to be enrolled in the District.
- 3. Once determined eligible for reengagement programming, a student will retain eligibility, regardless of breaks in enrollment, until the student does one of the following:
 - a) Earns a high school diploma. NOTE: Students who earn their General Educational Development (GED) retain their eligibility and may continue to participate in the Program.
 - b) Earns an Associate Degree.
 - c) Becomes ineligible because has turned age twenty-one (21) on or before September 1 of a new school year.

D. Program Administration.

Graduation Alliance shall develop and deliver to District a Policy and Operations manual detailing the expectations for students, the instructional model, attendance policy, student services, and how program exceptions are managed. Modifications to the Policy and Operations Manual, if necessary, shall be made annually upon mutual agreement of the parties and re-submitted to the District prior to the start of subsequent School Years. District is responsible for gaining approval and adoption by the District's Board or other governing entity in advance of the start of the School Year as needed.

E. Web Portal Configuration.

Graduation Alliance will provide the District with an Account Portal through which authorized District staff can monitor the program, including the enrollments, registrations, and progress of students in the program as a whole as well as for individual students. The Portal also includes records of courses students complete through the Program and Graduation Alliance transcripts which can be accessed by the high school registrar to certify that students have met the District's graduation requirements.

The Portal also allows Graduation Alliance to custom-configure proactive alerts and notifications delivered via email and/or text message about various system triggers, including student activity and progress.

F. Enrollment.

- 1. A student will be considered enrolled when he/she has:
 - a) Met all eligibility criteria specified in Section C.
 - b) Completed all steps of the application process established by the District and the Program.
 - c) Been accepted for enrollment by the District.
 - d) Been enrolled by the Program.

G. Instruction.

Graduation Alliance will be responsible for the provision and oversight of all instruction under this Scope of Work in accordance with the following:

- 1. Instruction for reengagement students must include:
 - a) Academic skills instruction and high school equivalency certificate preparation coursework with curriculum, and instruction appropriate to each student's skills levels and academic goals.
 - b) College readiness and work readiness preparation coursework.
- 2. Instruction for reengagement students may include:
 - a) Competency-based vocational training.
 - b) Graduation Alliance preparation math or writing instruction.
 - c) Subject specific high school credit recovery instruction.
 - d) English as a second language instruction.
 - e) Other coursework approved by the District, including cooperative work experience.
- 3. Instruction may not be limited to only those courses or subject areas in which students are deficient in high school credits.
- 4. All reengagement instruction will be designed to help students acquire high school credits, acquire at least high school skills, and be academically prepared for success in college and/or work. All instruction will be provided in accordance with the skill level and learning needs of individual students and not the student's chronological age or associated grade level. Therefore:
 - a) All instruction that is at the ninth (9th) grade level or higher shall generate credits that can be applied to high school diploma, and;
 - b) All instruction that is below the ninth (9th) grade level shall not generate high school credits but will be counted as part of the Program's instructional programming for the purposes of calculating student enrollment, and will

be designed to prepare students for coursework that is at the ninth (9th) grade level or higher. (Reference RCW 392.121.107)

- 5. Each area of coursework, as specified in Sections G.1. and G.2., will have a course outline that specifies:
 - a) Identified instructional materials.
 - b) Specific intended learning outcomes.
 - c) Procedures and standards for determining attainment of learning outcomes.
 - d) Policy for grading and award of credit.
- 6. The Program may restrict or deny access into specific program elements if a student's academic performance or conduct does not meet established guidelines.
- 7. Graduation Alliance will administer standardized tests within one (1) month of enrollment or secure test results no more than six (6) months prior to enrollment in order to determine a student's initial math and reading level upon entering the Program. A commonly accepted standardized academic skills assessment tools will be used. All required assessments will be provided to the students free of charge.
- 8. Graduation Alliance will provide instruction, tuition, and required academic skills assessments at no cost to the students.
 - a) Consumable supplies, textbooks, and other materials that are retained by the student do not constitute tuition or a fee.
 - b) The Program will establish a waiver/scholarship process for qualifying students.
- 9. Instruction will be scheduled so that all enrolled students have the opportunity to work with instructional staff during all the hours of the Program's standard instructional day.
- 10. All instructional staff will be assigned by Graduation Alliance and will have prior experience in working with at-risk youth and/or in providing individualized instruction.

H. Instructional Staff to Student Ratio.

- 1. The scheduled teaching hours of an instructional staff FTE will equal or exceed the hours of the Program's standard instructional day plus one (1) additional hour per every five (5) teaching hours for planning, curriculum development, record-keeping, and required coordination of services with case management staff.
- 2. Graduation Alliance will assign instructional staff as needed to maintain an instructional staff FTE to student ratio that does not exceed 1:25 during synchronous tutorial sessions.
- 3. If the non-instructional staff are part of the calculated instructional staff FTE to student ratio, the following conditions must be met:
 - a) Non-instructional staff may not be a replacement for the instructional staff and must work under the guidance and direct supervision of the instructional staff.
 - b) The ratio of total instructional and non-instructional staff FTE to students may not exceed 1:50.
- 4. Only staff time that is dedicated to providing instruction to reengagement students will be included in the calculation of a Program's instructional staff FTE to student ratio.

I. College and Career Transition Counseling

Graduation Alliance shall provide a College and Career Transition Counselor (CCTC) to meet at least quarterly, individually and/or one-on-one, with students within 5.0 credits of graduation. The CCTC shall meet monthly with active students within 2.0 credits of graduation. The CCTC will work directly with the District's designee to ensure proper coordination around high school completion activities.

J. Academic Coaching and Tutoring

Graduation Alliance provides each student enrolled in any Program an assigned Academic Coach. The Academic Coach is responsible for the initial introduction of the Program to the student, regular contact with the student via phone, email, SMS or IM to review progress and resolve issues and to provide support in case the student is having difficulties with the Program. Academic Coaches are available during normal business hours, Monday through Friday, excluding US

holidays. Academic Coaches may also be available during non-standard hours and on weekends, at the Coach's sole discretion. The Academic Coach also maintains regular contact with the Local Advocates and the Program management team as they work to keep the student engaged and making progress.

K. Online Tutoring

Graduation Alliance will provide unlimited access to online tutoring to students enrolled in the Program for courses in Math, Science, English and Social Studies. This tutoring is available 24/7 year-round (except Christmas Eve/Day, Thanksgiving, and Independence Day), and is accessed through our student learning environment. Graduation Alliance reserves the right to limit or revoke access if a student's use is considered excessive in any two consecutive months or if student is found to be using the tutoring for purposes other than for direct participation Programs offered under this Agreement.

L. Recruiting Services

- Graduation Alliance provides student Recruiting Services for this Program, including the establishment of a student recruiting team, setup and configuration of recruiting systems, and active recruiting of prospective students to join the Programs offered.
- 2. Within 5 business days of the Effective Date of this Agreement, The District shall provide a list of names and contact information (including but not limited to: child name, last known address, phone numbers, parent/guardian names, email address or other contact information on file in school records) of children who are eligible to enroll in the Program. Graduation Alliance will initiate contact to the students via phone, direct mail, face-to-face meetings, and/or "town hall" style information sessions to inform prospective students about the school's Program. After the Program's initial launch, the District's representative, as defined in the Policy and Operations Manual, shall provide names and contact information of newly eligible students to Graduation Alliance as soon as the students become eligible, and in no event less frequently than quarterly. All prospective students whose contact information is provided by the District according to the terms in this paragraph shall be considered "District Referrals".
- 3. Graduation Alliance may recruit prospective students who are not District Referrals, however Graduation Alliance shall not enroll any students who are not District Referrals without prior approval by District. Regardless of referral source, Graduation Alliance shall only enroll students within recruiting periods that are aligned with the specified Count Dates, unless otherwise directed by the District.

M. Case Management and Student Support.

Graduation Alliance will be responsible for the provision of case management services to all enrolled students in accordance with the following:

- Case management staff (also known as "Student Advocates") will be assigned to the Program to provide accessible, consistent support to students, as well as, academic advising, career guidance information, employment assistance or referrals, and referrals to DSHS.
- 2. Program staff will meet with each eligible student at a minimum monthly to assess progress toward coursework completion and mitigate barriers.
- 3. The Program will maintain a case management staff to student ratio not to exceed 1:75 (one case manager FTE to seventy-five (75) enrolled students) on a full-time continuous basis throughout the school year.
- 4. Only the percent of each staff member's time that is allocated to fulfilling case management responsibilities will be included in the calculation of a Program's case management staff FTE to student ratio.
- Even though the provision of case management services will require case management staff to work in the community to meet client needs, case management staff will be primarily based at the Program's instructional site(s).
- 6. Graduation Alliance will ensure that case management services and instruction are integrated and coordinated, and that procedures are established that facilitate timely relevant communication about student progress.
- 7. All case management staff will be retained by Graduation Alliance and will have at least a Bachelor degree in social work, counseling, education, or a related field, OR at least two (2) years' experience providing case management, counseling or related direct services to at-risk individuals or sixteen to twenty-one (16-21) year old youth.

N. Hardware and Internet Connectivity

- 1. If requested by the student, Graduation Alliance will provide laptop computers necessary to complete Services offered in this Agreement. Computers shall be offered on a case-by-case basis for specified students' use during the period students are enrolled in the Program. Laptops will be released to students after a Financial Responsibility Form has been signed by the student's legal guardian. Parents/Guardians will be financially responsible for damage/theft to the laptop, or for failure to return the laptop if the student leaves, removed from or no longer eligible to participate in the Program. Failure to return the laptop may also result in the students' official records and credits earned while in the Program being placed on hold until the obligation is satisfied.
- 2. Graduation Alliance will provide internet capability based upon commercially-available services offered in the District's geographic region. Internet connectivity is offered on a monthly basis, and the service provider selected is at the sole discretion of Graduation Alliance. Internet connectivity may be revoked if enrolled student violates either Graduation Alliance's Terms and Conditions as defined in this Agreement, or the Student Honor Code accepted by the student at the start of enrollment in a Program.

O. District Administrative Responsibilities.

- Upon Office of Superintendent of Public Instruction's (OSPI) determination that this Scope of Work contains
 approved standard language that delineates responsibility for all the required elements of a Reengagement Program
 as outlined in RCW 28A.175.100, and WAC 392-700, OSPI will assign a school code to be used by the District,
 Graduation Alliance, and OSPI to exclusively identify the Program. The District will use this code in its student
 information system and in Comprehensive Education Data and Research System (CEDARS) to identify all students
 enrolled in the Program.
- 2. The District will work cooperatively with Graduation Alliance to implement this Scope of Work and to ensure that quality reengagement services are provided in accordance with WAC 392-700.
- 3. The District will designate a primary contact person to work with Graduation Alliance in implementing this Scope of Work and to provide oversight and technical assistance.

P. Statewide Student Assessment.

- 1. The District will work with Graduation Alliance to ensure that all reengagement students have the opportunity to participate in the statewide student assessment and understand that this assessment, or an approved alternative, is a high school graduation requirement.
- The District will include reengagement students when calculating districtwide statistics in relation to the statewide assessments.

Q. Provision of Special Education.

- The District will be responsible for the provision of special education services to any enrolled reengagement student
 who qualifies for special education in accordance with all state and federal law. Graduation Alliance shall provide
 common Special Education accommodations at the direction of the District and after evaluation of the student's
 current IEP.
- 2. The District may delegate the following responsibilities to Graduation Alliance:
 - a) Request of student special education records.
 - b) Determination of whether the student or the student's parents wish to request a waiver of special education services.

R. Provision of Section 504 Accommodation Plan.

The District will provide the same accommodations to reengagement students under Section 504 of the 1973 Rehabilitation Act as it provides to all students otherwise enrolled in the District. Graduation Alliance shall provide common Section 504 accommodations at the direction of the District and after evaluation of the student's current 504 Plan.

S. Award of Credit.

In accordance with RCW 28A.175.100, high school credit will be awarded for all Graduation Alliance coursework in which reengagement students are enrolled, including high school equivalency certificate preparation, in accordance with the following:

- High school credit will be awarded for the Program instruction provided by Graduation Alliance in accordance WAC 392-700-137.
- 2. The District will ensure that the process for awarding high school credits as described above is implemented as part of the District's policy regarding award of credits per WAC 180-51-050(5) and (6).
- 3. Graduation Alliance documentation related to the earned credits will be provided to the student and the District that will be responsible awarding of credits.

T. Annual School Calendar.

The following requirements will be met in relation to the school calendar:

- 1. The school year begins in September 1st and ends on August 31st of the following year.
- 2. The Program will provide the District a calendar of school year prior to the beginning of the Program's start date.
- 3. The school year calendar must meet the following criteria:
 - a) The specific planned days of instruction will be identified.
 - b) There must be a minimum of ten (10) instructional months.
- 4. The number of hours of instruction must meet the following criteria:
 - a) A standard instructional day may not exceed six (6) instructional hours per day even if instruction is provided for more than six (6) hours per day.
 - b) A standard instructional day may not be less than two (2) hours per day.
- 5. Graduation Alliance's total planned hours of instruction is the sum of the hours of instruction for all instructional months of the Program's school year.

U. Reporting of Student Enrollment.

- 1. The following requirements must be met when reporting student enrollment for state funding:
 - a) Met the eligibility criteria as specified in Section C.
 - b) Met the enrollment criteria as specified in Section F.
 - c) Met the minimum attendance standard by attending at least one instructional day on or during the month prior to the monthly count day.
 - d) Attained satisfactory progress during any three month period that a student is reported as 1.0 FTE pursuant WAC 392-700-160(2). Satisfactory progress is defined as the documented attainment of:
 - i. One credential identified in WAC 392-700-015(9); AND/OR
 - ii. One measure of academic progress identified in WAC 392-700-015(16).
 - e) Has not withdrawn or been dropped prior to the monthly count day.
 - f) If concurrently enrolled in any other program for which basic education is received (i.e., common high school, running start, alternative learning education, or skills center), does not exceed the FTE limitation pursuant WAC 392-121-136.
 - g) Is not enrolled in course work that has been reported by a college for postsecondary funding.
 - h) Has not exceeded 1.0 AAFTE for the current school year as defined in WAC 392-700-015(2) and been counted for more than ten (10) months as a 1.0 FTE.
- 2. Enrollment will be reported on a monthly basis in accordance with the following:
 - a) Enrollment is based on the number of students enrolled on the monthly count day as defined in WAC 392-121-119.
 - b) Graduation Alliance shall submit by the fifth (5th) business day of each month by the fifth (5th) business day of each month data to District to enable the District to submit monthly P223-1418 to the State.

- c) If the Program's hours of planned instruction for the school year as specified Section T.5. equals or exceeds nine hundred (900) hours:
 - i. The Program will be considered a full-time program.
 - ii. Each enrolled student will be reported as a 1.0 FTE on the monthly P223-1418 form count day provided the criteria outlined in Section U.1.a. applies.
- d) If the Program's hours of planned instruction for the school year total less than nine hundred (900) hours as specified in Section T.5.:
 - i. The Program will be considered a part-time program.
 - ii. The part-time FTE will be calculated by dividing the total hours of planned instruction by nine hundred (900).
 - iii. Each enrolled student will be reported as a part-time FTE on the monthly P223-1418 form provided the criteria outlined in Section U.1.a. applies.

V. Funding and Reimbursement.

The District will receive state basic education apportionment funding through OSPI, according to the procedures set forth below:

- 1. Each student eligible for state funding as specified in Section U will be reported as a full or part-time FTE on each monthly count day.
- 2. The Program standard reimbursement rates from District to Graduation Alliance are \$593.35 per eligible student per month for non-vocational FTE, and \$621.55 per eligible student per month for vocational FTE.
- 3. Distribution of funding will be as follows:
 - a) Within 30 days of the execution of this Agreement, the District shall provide a written schedule to Graduation Alliance identifying the dates that Graduation Alliance shall submit invoices for reimbursement to the District. Invoices will correlate to the enrollment reported monthly on the P223-1418 form submitted by the District.
 - b) The District shall remit payment within fifteen (15) days of the receipt of an invoice, except for the final payment for the year which will be made by October 31. Final payment will be contingent upon Graduation Alliance's submittal of all required reports as defined in Section X.3.
- 4. The District may report and retain Special Education funding from OSPI for eligible students receiving special education services.
- 5. The Program may provide transportation for students but additional funds are not generated or provided.
- 6. Reengagement students enrolled in a state-approved K-12 transitional bilingual instructional program pursuant to WAC 392-160 can be claimed by the District for bilingual enhanced funding.
- 7. In the event that the Program closes prior to the end of the school year, the following will occur:
 - a) If the planned total hours of instructions are not provided, Graduation Alliance may make up the hours provided the replacement hours occur during the school year.
 - b) At the end of the school year, prior to the final monthly count day, Graduation Alliance will report to the District the actual total hours of instruction provided.
 - c) If the Program is a full-time program and total hours of instruction provided is less than nine hundred (900) hours of instruction, the amount of basic education funding received by the District will be adjusted retroactively on a proportional basis and will be reflected on the final enrollment count.
 - d) If the Program is a part-time program and total hours of instruction provided is less than the total planned hours of instruction, the amount of basic education funding received by the District will be adjusted retroactively on a proportional basis and will be reflected on the final enrollment count.

W. Termination and Student Transfer.

If District chooses not to renew this Agreement per Section B above, and students are still active in the Program upon notifying Graduation Alliance of its intention not to renew, the District shall be responsible for the following:

- 1. Offering a substantially similar program to active students.
- 2. Obtaining a signed Transfer Consent from Student (or if Student is under the age of 18 as of the expiration date of this agreement, a signed consent from the Student's parent or legal guardian) authorizing the transfer.
- 3. Transferring active students to the substantially similar program.
- 4. Signed Transfer Consents must be presented to Graduation Alliance within 30 days of notification of District's intention not to renew this Agreement.
- 5. If District cannot secure signed Transfer Consents for any active student within the 30 day period, this Agreement remains in full force and effect for that specific active student and District agrees to delay its intention to not renew until terms in this Section W are met.
- Regardless of whether the above terms and conditions in this Section W are met, following the District's notification
 of its intention not to renew, no new students shall be enrolled in the Program without the District's express written
 consent.

X. Required Documentation and Reporting.

- 1. Student Documentation:
 - a) Graduation Alliance shall maintain student documentation to support eligibility as specified in Section C. and enrollment as specified in Section F.
 - b) Graduation Alliance shall, on behalf of the District, request school records for each student from the last school they attended.
 - c) Graduation Alliance shall maintain documentation of case management, student assessment, basic skills gains, attainments of credentials, earned measure of academic progress, and award of credit.
 - d) Graduation Alliance will comply with all state and federal laws related to the privacy, sharing, and retention of student records.
 - e) Access to all student records will be provided in accordance with the Family Educational Rights and Privacy Act (FERPA).

2. Reporting of Student Data:

- a) The District will ensure that all required Program student information is reported in the student information system; and in CEDARS in accordance with OSPI's standard procedures.
- b) The District will work with Graduation Alliance to determine whether District or the Program staff will be responsible for performing required data entry following OSPI's standard procedures for all Reengagement Programs.
 - i. If the Program is responsible for data entry, the District will provide access to the student information system, as well as, training and technical assistance.
 - ii. If the District is responsible for data entry, the District will define the data elements the Program must provide for each student, as well as, the format and required reporting dates for the submission of data.

3. Annual Reporting:

- a) Graduation Alliance will prepare and submit an annual performance report to the District no later than September 1st.
- b) The District will review and submit the annual performance report to OSPI no later than September 30th.
- c) The annual report will include the following:
 - i. Total number of students enrolled, dismissed, and withdrawn.
 - ii. Total AAFTE reported for the school year.
 - iii. Total number of instructional staff FTE.
 - iv. Types and total measures of academic progress completed per AAFTE.
 - v. Types and total credentials earned per AAFTE.

- vi. Total high school credits earned and high school credits per AAFTE.
- vii. Total college credits earned and college credits earned per AAFTE.

Y. Longitudinal Performance Goals.

- 1. Longitudinal performance data for the Program and the statewide reengagement system as a whole will be reported through the Washington's P-20 (pre-school to post-secondary and workforce) longitudinal data system, the Education Research and Data Center (ERDC).
- 2. The District will work with Graduation Alliance to collect and report student data requested by the ERDC in order to accomplish the longitudinal follow-up of reengagement students. Specifically, the following unique identifier data points will be collected, to the extent possible, by the Program, reported by Graduation Alliance, and verified by the District, for each enrolled reengagement student:
 - a. Full legal name.
 - b. Birth date.
 - c. State student identifier number (SSID).
 - d. Social security number.
 - e. College student identification number (SID), if applicable.
- 3. While reengagement students will be encouraged to provide the data needed for longitudinal follow-up, the Program will ensure that a student's unwillingness or inability to provide the requested data will not be a barrier to enrollment.

Z. Liability Cap.

Except for Graduation Alliance's confidentiality obligations and any State Audit Finding Amounts (as defined below), in no event shall Graduation Alliance's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the total of fees payable by the District for the six (6) month period immediately preceding the claim for such liability.

Any amounts returned by the District to the State of Washington resulting from a formal 1418 program audit conducted by the Washington State Auditor's Office may be exempt from this Liability Cap. Following the conclusion of all audit appeals processes, should the final audit findings determine that work performed under this Agreement resulted in an overpayment from the State to the district, and that an error or omission by Graduation Alliance was the direct cause for such a finding, Graduation Alliance will reimburse the District for any such State Audit Finding Amounts that the District is required to repay to the State up to the amounts billed and collected by Graduation Alliance during the period covered by the audit. During the Term of the Agreement only, Graduation Alliance agrees to reimburse District for such State Audit Finding Amounts, payable based upon mutually acceptable terms.

AA. Indemnification.

As part of the terms of this Scope of Work, each party shall each be responsible for the consequences of any act or failure to act on the part of itself, its directors, employees, and its agents. Each party shall be responsible for its own negligence, and neither party shall indemnify or hold the other party harmless; neither party assumes responsibility to the other party for its consequences of any act or omission of any person, firm or corporation not party to this Scope of Work. In the event of fiscal recapture due to inconsistencies or misinterpretation of law, both parties agree to collaboratively address the issue or issues and seek a collaborative solution.

BB. Applicable Law.

This Scope of Work is entered into pursuant to and under authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Scope of Work shall be construed to conform to those laws. In the event of any inconsistency in the terms of this Scope of Work, or between its terms and any applicable statue or rule, the consistency shall be resolved by giving precedence in the following order:

- 1. Applicable state and federal statutes and rules.
- 2. Statement of work herein.
- 3. Any other provisions of the Scope of Work, including materials incorporated by reference.

CC. No Separate Entity Created.

No separate legal or administrative entity is intended by this Scope of Work.

DD. Amendment and Waiver.

This approved Scope of Work may be waived, changed, modified, or amended only in writing by authorized individuals of both parties. If any provision of the Scope of Work shall be deemed in conflict with any statute or rule of law, such provision shall be modified to be in conformance with said statute or rule of law.

EE. Entire Agreement.

This Scope of Work constitutes the entire agreement of the parties and supersedes any previous written or oral Scope of Works. Any other Scope of Work, representation, or understanding, verbal or otherwise, relating to the services of Graduation Alliance and the District, or otherwise dealing in any manner with the subject matter of this Scope of Work, is hereby deemed to be null and void and of no force and effect whatsoever.