



REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR

FINANCIAL PRACTICES ANALYSIS

RFQ/P #24-0802

Request for Qualifications/Proposals Issued: February 20, 2024
Deadline for Submittal of RFQ/P #24-0802: March 15, 2024 at 2:00 p.m.

Request for Qualifications/Proposals for Financial Practices Analysis

I. OBJECTIVE

The overall objective of this Request for Qualifications/Proposal is to permit firms the opportunity to submit their relevant school district financial experience and client references for consideration to provide the District with an analysis of current financial practices, Payroll, and Accounting procedures. Provide the District with recommendations for process enhancements to improve fiscal accountability.

Background

The Sacramento City Unified School District is the 12th largest school district in California and one of the 100 largest in the United States, serving over 43,000 students on over 75 campuses. Neighborhoods served range from leafy affluent areas around the Capitol to federal housing projects. 72% of SCUSD students qualify for a free or reduced-price lunch; at 26 schools, 90-100% of students meet this federal poverty threshold, in part because Sacramento's unemployment rate hovers around 4.7% – 1% higher than the national average.

II. INSTRUCTIONS

Respondents to this RFQ/P must mail or deliver, in a sealed package; one (1) unbound hard copy, four (4) bound copies and one (1) electronic copy (flash drive, Word or PDF format) of the complete proposal no later than **2:00 p.m. on March 15, 2024** to the following address:

Sacramento City Unified School District
Purchasing Services
5735 47th Avenue
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words “**Financial Practices Analysis RFQ/P 24-0802**”. It is the Proposer's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline.

This Request for Qualifications/Proposals does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The District reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposals. The District further reserves the right to accept the proposal that it considers to be in the best interest of the District.

All requirements described in this document must be addressed in your proposal. Non-responsive proposals will not be considered. All proposals, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFQ/P.

All questions must be submitted via email to the attention of Robert Aldama – Purchasing Manager II at Robert-Aldama@scusd.edu

CALENDAR OF EVENTS (subject to change)

DATE / TIME	ACTION
February 20, 2024 / TBD	1 st Legal advertising & release of RFQ/P
March 08, 2024 / 2:00 p.m.	Deadline for Questions. Questions must be emailed to: Robert Aldama, Purchasing Manager II, Robert-Aldama@scusd.edu
March 11, 2024 / 2:00 p.m.	Issue responses to questions in the form of an addendum to the RFQ/P
March 15, 2024 / 2:00 p.m.	Deadline for Submission of RFQ/P
March 20, 2024 / TBD	Selection Advisory Committee evaluation of responses
March 21 - 22, 2024 / TBD	Oral Interview (if requested)
April 04, 2024 / TBD	Anticipated Award Recommendation to Board of Education

III. SCOPE OF SERVICES

Perform fieldwork interviews of key District Management and applicable staff members. Provide a financial practices review, Payroll, and Accounting procedures analysis, fiscal accountability process enhancement, Payroll operations process update, internal processes optimization, and financial reconciliation review. Complete a draft report based on fieldwork performed. Draft report shall include at the minimum the following elements:

- **Compliance/Internal Audit Assessment:**
 - a. Evaluate existing procedures to identify areas that comply with relevant laws, regulations, and industry standards.
 - b. Assess the effectiveness of compliance mechanisms and controls in place.

- **Effectiveness Analysis and Efficiency Evaluation:**
 - a. Examine the overall effectiveness of Payroll and Accounting procedures in meeting organizational goals.
 - b. Identify key performance indicators (KPIs) to measure the success of these processes.
 - c. Assess the efficiency of current Payroll and Accounting operations in terms of time, resources, and cost.
 - d. Identify areas where streamlining processes can lead to increased efficiency.

- **Identify Concerns, Needs, and Blind Spots:**
 - a. Identify and document any concerns or challenges encountered in the Payroll and Accounting procedures.
 - b. Determine specific needs that are currently unmet or inadequately addressed.
 - c. Identify blind spots or areas where potential risks may not be adequately addressed.
- **Identify Areas of Strength:**
 - a. Highlight aspects of the current procedures that demonstrate strength and effectiveness.
 - b. Acknowledge successful practices and positive outcomes.
- **Identify Areas of Improvement:**
 - a. Clearly outline specific areas where improvements are needed in both Payroll and Accounting procedures.
 - b. Prioritize improvements based on urgency and impact.
- **Assist in Updating Fiscal Accountability Process:**
 - a. Collaborate with relevant stakeholders to draft an updated fiscal accountability process within the accounting framework.
 - b. Ensure the incorporation of best practices, transparency, and accountability in financial management.
- **Payroll Operations Process:**
 - a. Review and update the current Payroll Operations process.
 - b. Identify new effective practices or methodologies that can improve the efficiency and accuracy of payroll processing.
- **Internal Processes Optimization:**
 - a. Evaluate and optimize internal processes related to Payroll and Accounting functions.
 - b. Streamline communication channels and workflows to enhance collaboration and efficiency within the organization.
- **Financial Cash and Payroll Reconciliation Review:**
 - a. Conduct a comprehensive review of Cash and Payroll reconciliation processes, with a focus on:
 - i. Bank reconciliation for cash.
 - ii. Payroll taxes reconciliation.
 - iii. Retirement reporting reconciliation.
 - iv. Cash handling processes reconciliation.
- **Review Financial Practices:**
 - a. Conduct a high-level review of financial practices in major functions, including financial reports, accounts payable, receivables/revenue collection, payroll, and general accounting.
 - b. Identify bottlenecks and inefficiencies within these major functions.
- **ERP System Optimization:**
 - a. Evaluate the current utilization of the district ERP system.
 - b. Identify opportunities for better leveraging the ERP system to enhance efficiency, streamline processes, and improve data accuracy.
- **Payroll and Accounting Manual Assistance:**
 - a. Review and assist update existing Payroll and Accounting manuals.
 - b. Ensure that manuals reflect current best practices, compliance requirements, and changes in organizational processes.

- **Assist with Implementation Plan:**
 - a. Develop a phased plan for implementing recommended changes, including the updated fiscal accountability process, Payroll Operations process updates, internal processes optimization, reviewed financial practices improvements, financial reconciliation enhancements, better use of the district ERP system, Payroll and Accounting manual updates, and additional opportunities for increased efficiency, effectiveness, and collaboration.
 - b. Include timelines, responsible parties, and key milestones.
- **Monitoring and Evaluation:**
 - a. Establish a framework for ongoing monitoring and evaluation of the revised procedures, fiscal accountability processes, updated Payroll Operations, optimized internal processes, improved financial reconciliations, reviewed financial practices, ERP system optimization, Payroll and Accounting manual updates, and the implementation of efficiency and collaboration initiatives.
 - b. Define metrics to measure the success of implemented changes.
- **Reporting:**
 - a. Regularly report progress to stakeholders.
 - b. Provide a final comprehensive report summarizing the analysis, recommendations, implementation outcomes, the impact of efficiency and collaboration initiatives, and the optimization of the ERP system, Payroll and Accounting manuals.
- **Documentation:**
 - a. Document all findings, recommendations, changes made to Payroll and Accounting procedures, the updated fiscal accountability process, revised Payroll Operations process, optimized internal processes, improved financial reconciliations, reviewed financial practices, ERP system optimization, Payroll and Accounting manual updates, enhancements, and the implementation plan for future reference.
- **Provide Recommendations:**
 - a. Propose actionable recommendations to address all items above.

Conclusion and Deliverables.

Schedule exit meeting in person or remote. Deliver Final Report to District.

IV. CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate respondents' qualifications. The quality of answers, not length of responses or visual exhibits is important in the proposal.

The proposal shall be organized in the format listed below. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements.

A. Submittal Letter

Include the RFQ/P’s title and submittal due date, the name, address, email and telephone number of the responding firm. Include a contact person and corresponding e-mail address. The letter shall state that the proposal shall be valid for a 60-day period and that the staff proposed is available to start work in April, 2024 on this project. The person authorized by the firm to negotiate a contract with the District shall sign the cover letter.

B. Description of Firm

This section should provide an overview and history of your firm, and its practice in Finance, as well as the type of financial services for which your firm is submitting a proposal, and the approach that will be used in meeting the needs of the District.

C. Description of Experience

Use this section to indicate the areas of expertise of your firm and how the firm’s expertise will enable the District to benefit from that expertise. Include at least two (2) school districts with similar demographics, along with the name(s) and contact information of individuals familiar with your work at school districts, that can be contacted by District staff.

D. Team

Please provide the names and resumés of staff who would be working with the District. Specifically discuss the individual(s)’ experience in providing financial and advisory services to an organization and program similar in size and scope as specified in this RFQ/P. Please indicate who the primary contact will be on this project with the District.

E. Cost Proposal

The evaluation process is designed to award this procurement not necessarily to the Firm that proposes the least cost, but rather to the Firm whose proposal best meets the requirements of this RFQ/P.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Include the project Total Price Quote.

F. Insurance

Please provide the following additional information:

- Copy of Firm’s Certificate of Liability Insurance. (The District requires a minimum of \$2,000,000 General Liability, each occurrence / \$2,000,000 Professional Liability, each occurrence)

G. Non-Collusion Declaration

Required to be signed, and submitted with response to be considered Responsive. (**Attachment A**)

V. SELECTION CRITERIA

A Selection Advisory Committee will evaluate submissions based on the evaluation criteria below. Points will be assigned to each criterion up to a maximum of 100 points. Subsequently, the District may interview / request an oral presentation for a qualified Firm, prior to recommending award of an Agreement.

DESCRIPTION OF EVALUATION CRITERIA	POSSIBLE POINTS
Proposal Strength – Quality of the proposal, understanding of requirements	40
Qualifications – Quality of the organization, overall experience, public school District experience conducting similar work	30
Pricing – Provide competitive pricing for existing services	20
References – Quality and applicability of references	10
Maximum Total Points =	100

VI. THE CONTRACT

The vendor to whom the award is made will be required to enter into a written contract with Sacramento City Unified School District. Attached is a copy of the District’s standard Service Agreement, (**Attachment B**) which will be modified to reflect the awarded Firm.

VII. CONTRACT TERM

The contract term will be approximately April 15, 2024 – June 30, 2024. The Awarded Firm shall plan to schedule exit meeting and deliver final report to the District by June 30, 2024.

Attachment A

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY AND
SUBMITTED WITH BID**

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

SERVICES AGREEMENT

Date: April 15, 2024 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vendor (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"): Perform an Accounting and Payroll financial practices analysis, document all findings and propose recommendations in a Final Report as specified in the scope of RFQ/P #24-0802.

ARTICLE 2. TERM.

This Agreement shall commence on April 15, 2024, and continue through June 30, 2024, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$***INSERT DATA HERE*** per hour or \$***INSERT DATA HERE*** per day of services as may be requested by District, not to exceed a maximum of ***INSERT DATA HERE*** hours/days of service. District shall***INSERT DATA HERE***not pay travel and other expenses. Total fee shall not exceed ***INSERT DATA HERE*** Dollars (\$***INSERT DATA HERE***).

*****INSERT DATA HERE***OR**

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be ***INSERT DATA HERE*** Dollars (\$***INSERT DATA HERE***).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of ***INSERT DATA HERE***, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor

acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

*****INSERT DATA HERE*****

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

OR

INSERT DATA HERE

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

I. Professional Liability Insurance

Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Tina Alvarez Bevens, Contracts
5735 47th Ave
Sacramento CA 95824

Contractor:

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor 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, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a 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.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

CONTRACTOR

By: _____
Janea Marking
Chief Business Officer

By: _____

Date

Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees 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 (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on 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, the District may determine 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 Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. 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. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all 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, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the 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.

Authorized Signature of Contractor

Date

Printed Name/Title