



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1a

Meeting Date: August 6, 2015

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): College and Career Ready Students; Family and Community Engagement; Safe, Clean and Healthy Schools;

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Supplies/Equipment

Estimated Time of Presentation: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Kimberly Teague, Contract Specialist

Approved by: José L. Banda, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>SCHOOLS OFFICE</u>		
A16-00008 California Department of Education	7/1/14 – 9/30/16: School Improvement Grant, Cohort 2. Oak Ridge Elementary School was awarded a three-year School Improvement Grant (SIG). This grant is year three funding. The School Improvement Grant will allow Oak Ridge to expand the school day by 45 minutes, increasing time spent in core academics, student enrichment and teacher planning /collaboration. The grant will enhance all aspects of Oak Ridge's transformation efforts, which are aligned with the core principals and beliefs of the SIG Turnaround Model.	\$1,350,579 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
SA16-00093 Generation Ready	<p>8/7/15 – 6/30/16: Continued implementation of Common Core State Standards in Mathematics (CCSSM). During the 2014-15 school year, SCUSD continued to focus the CCSSM professional learning on building teacher and leader capacity in learning the three major components of the standards (Standards for Mathematical Practice, Instructional Shifts, and the Content Standards) using an inquiry-based collaborative design methodology. This model afforded teachers and leaders the opportunity to: a) collaborate quarterly to build a common understanding of the standards, b) strengthen instructional practice with coaching and feedback from district training specialists, and c) continuously assess the impact of their instruction on student learning through examining student work. As a result, changes in both teacher practice and student learning are evident.</p> <p>Supporting the district's implementation is a mathematics professional development grant. A condition of the math grant is to collaborate with an external technical support provider. As a result of a robust and comprehensive Request for Proposal (RFP) process, the district began its partnership with Generation Ready, formerly, Editure Professional Development, in 2013. As the implementation continues in 2015-16 all teachers in grades K-8 will participate in a four-part series of district professional learning (October, December, February, and April). During these times, as a community of practice, they will deepen their understanding of the math content standards and Standards for Mathematical Practice. During two of the four sessions, teachers will have the opportunity to collaborate with their peers to design lessons, observe classrooms, debrief instruction, examine student work, and determine implications for teaching and learning. Likewise, site leaders will engage in monthly professional learning sessions designed to build their knowledge of the CCSSM and expand their professional toolkits for leading the</p>	\$250,000 S.D. Bechtel Jr. Foundation Math Grant = (\$165,000); District Match = (\$85,000)

implementation charge. Due to the magnitude of the required change in practice and belief, both teachers and site leaders will receive on-going support from district mathematics training specialists and our Generation Ready partners who will provide coaching, demonstration lessons, feedback, and resources for instructional planning.

EQUITY OFFICE

SA16-00097 National Equity Project	8/1/15 – 6/30/16: The National Equity Project addresses opportunity gaps to improve learning and education outcomes for all students. The National Equity Project will offer a deep, authentic and supportive partnership with the Sacramento City Unified School District. This partnership will help SCUSD establish and build best practices around leadership development, strategic planning, teaching and learning. The National Equity Project believes that both our challenges and answers reside within our community and our education system. The Sacramento City Unified School District looks forward to partnering with the National Equity Project to create thriving inclusive multicultural school environments for children and adults.	\$109,250 Equity/School Climate Funds
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LEGAL SERVICES

SA16-00026 Lozano Smith	7/1/15 – 6/30/16: Provide general counsel and other legal services as needed.	\$1,000,000 General Funds
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SPECIAL EDUCATION

SA16-00089 Eaton Interpreting Services	7/1/15 – 6/30/16: Deaf interpreting services for students as requested by the Special Education Department.	\$170,100 Special Education Funds
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YOUTH DEVELOPMENT

SA16-00041 Sacramento Chinese Community Service Center	5/6/15 – 7/30/15: Develop, maintain and sustain SUMMER MATTERS programming, providing summer academic and enrichment support services to the following sites during Summer 2015: A.M. Winn, Caroline Wenzel, John Bidwell, Nicholas and William Land Elementary Schools; Albert Einstein, California, Fern Bacon, John Still and Will C. Wood Middle Schools; C.K. McClatchy, John F. Kennedy, Luther Burbank, Rosemont, and West Campus High Schools.	\$359,529 21 st Century Community Learning Ctr; After School Learning Funds
SA16-00043 City of Sacramento, START	5/6/15 – 6/30/15: Develop, maintain and sustain SUMMER MATTERS programming, providing summer academic and enrichment support services to the following sites during Summer 2015: Elder Creek, Ethel Phillips, Golden Empire, O.W. Erlewine, and Peter Burnett Elementary Schools.	\$141,769 21 st Century Community Learning Ctr; After School Learning Funds

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Buses (Nine)	Transportation	\$2,500.00	Surplus

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 150701 Fresh Produce

Bids Received: July 23, 2015

Recommendation: Daylight Foods

Amount/Funding: \$392,403: Elementary School Sites
 ~~\$199,365~~: Secondary School Sites
 \$591,768 Total Cost / Nutrition Services

BIDDER	BIDDER LOCATION	AMOUNT
Daylight Foods	Milpitas, CA	\$392,403 Elementary Schools \$199,365 Secondary Schools \$591,768 Total (Combined)
Freshpoint Central CA	Turlock, CA	\$414,586 Elementary Schools \$218,108 Secondary Schools \$632,694 Total (Combined)
General Produce Co.	Sacramento, CA	\$486,527 Elementary Schools \$223,651 Secondary Schools \$710,178 Total (Combined)

Bid No. 150702 Paper and Tray Products, Site to Site Delivery

Bids Received: July 27, 2015

Recommendation: P & R Paper Supply Company

Amount/Funding: \$200,441.15 / Nutrition Services

BIDDER	BIDDER LOCATION	AMOUNT
P & R Paper Supply Company	Redlands, CA	\$ 200,441.15
Sysco Sacramento, Inc.	Pleasant Grove, CA	Non-responsive

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT**Bid No. 150703** **Canned Fruits and Vegetables**

Bids Received: July 27, 2015

Recommendation: See Below

Amount/Funding: \$433,939.50 / Nutrition Services

BIDDER	BIDDER LOCATION	LINE ITEM AWARDED	AMOUNT
Gold Star Foods	Ontario, CA	Line Item #'s 1, 3, 4, 5, 8	\$301,065
Churchfield Trading Co.	Santa Ynez, CA	Line Item #'s 2, 10	\$76,030
Sysco Sacramento, Inc.	Pleasant Grove, CA	Line Item #'s 7,9	\$30,694.50
Anchana International, Inc.	Walnut, CA	Line Item #6	\$26,150
Pacific Coast Producers	San Ramon, CA		Non-responsive



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made as of August 6, 2015, by and between Generation Ready Inc. ("Generation Ready"), a New York corporation formerly known as Edutire Professional Development Inc., and Sacramento City Unified School District ("School" or "School District"). Generation Ready and the School District may be collectively referred to herein as the "parties" or individually as a "party."

RECITALS

The School District desires to retain the services of Generation Ready for the purpose of providing educational consulting, training services, and materials, and desires to enter into an agreement with Generation Ready for the performance and provision of such services and materials.

In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The School District shall retain Generation Ready as educational consultants, trainers, and service providers for the period beginning August 6, 2015, through June 30th, 2016 (the "Term"). This "term" may be modified or extended only by mutual, written agreement of the parties covering length of any extended term, scope of additional work, fee and such other terms as either party may require.
2. **Scope of Services.** During the Term, Generation Ready shall perform the services described. Such services shall be performed in a competent and professional manner, and in compliance with the terms and specifications set forth in this Agreement. Any change to the delivery schedule for the services set forth in the Work Plan, attached in Exhibit "A", must be requested by the School District in writing at least 30 days prior to the delivery date, in which event Generation Ready shall use all reasonable efforts to accommodate the request. Failure to provide 30 days' notice of a requested change will cause the School District to forfeit that service and will entitle Generation Ready to invoice the School District as though Generation Ready had delivered that service as originally scheduled in the Work Plan. If a timely request by the School District cannot be accommodated by Generation Ready, the parties will consult with each other in good faith to determine another change date that is mutually acceptable.
3. **Fee.** The fee shall be \$250,000, payable over the Term of the project. Generation Ready will submit monthly invoices for services rendered and the School or School District will pay the invoices within 30 days of receipt of the invoice. To the extent the School District disputes the accuracy of any invoice or request for payment, the School District shall pay the undisputed balance promptly and as described in this paragraph, and will provide in writing and within 10 days of the refusal for payment the specific reasons that any invoice or invoice entry is disputed, together with the payment of any undisputed amount. The parties will work in good faith to resolve any billing or payment issues. Generation Ready reserves the right to add interest at an annual rate of 8% (or if less, the highest rate permitted by applicable law) to any payments that become more than 60 days overdue.
4. **Confidentiality and Proprietary Protection.** The School District acknowledges that if Generation Ready provides it with any proprietary methods, training aids, materials and documents, including via proprietary software (collectively, the "IP") the School District acknowledges that Generation Ready owns the exclusive rights to the IP and other items Generation Ready uses in and for its educational consulting and training services. All IP and any other information generated or provided to the School District by Generation Ready shall be used by School District only in connection with the educational purposes or mission of the School District, and shall not be used for any other purpose or disclosed to any other party unless specifically authorized in writing by Generation Ready. The School District acknowledges that any violation of this paragraph by the School District or any improper use or distribution of any proprietary materials by the

School District constitutes cause for Generation Ready to obtain immediate injunctive relief to stop such violation or breach, and that the ability to obtain injunctive relief in such a situation does not limit in any way Generation Ready's other rights and remedies, including indemnification for any losses arising out of breach of School District's obligations under this Section 4 or any claim that Generation Ready's use of any information or materials that the School District furnishes to Generation Ready infringes the rights of a third party. The parties agree that Generation Ready shall own all rights to any intellectual property that is developed in the course of performing services for the School District, except that the School District shall be granted a non-exclusive, royalty-free license, without the right of sub-license, to use any information that is unique to the School District and not of general application in Generation Ready's business.

5. **Termination; Limitations on Damages.** This Agreement shall be terminated upon the happening of any of the following events:
- Upon mutual agreement, in writing, signed by the parties to this Agreement;
 - Upon refusal of prompt and timely payment by the School District; however, such refusal does not excuse or forgive payment by the School District of all amounts owed and that would have been owed to Generation Ready over the remainder of the Term;
 - For material breach of performance of either party's obligations under this Agreement; provided, however, that the party asserting breach shall give written notice of the alleged breach and the reasons therefor and shall provide 30 days for the other party to cure the alleged breach; or
 - For failure of the School District to provide needed and requested materials that are required for Generation Ready to perform the services mentioned in Exhibit A attached hereto, or in this Agreement.

If a breach described in subparagraph (c) above occurs and is cured within the thirty (30) day period, this Agreement shall not be terminated for such breach. In the event such breach is not cured, this Agreement shall be terminated thirty (30) days from the date the notice of breach was provided. Upon termination of this Agreement, Generation Ready shall be entitled to receive the compensation accrued but unpaid as of the date of termination, plus, in the event that Generation Ready is not the breaching party, all amounts that would have been owed over the remainder of the Term.

Notwithstanding anything to the contrary contained in this Agreement (i) Generation Ready shall have no liability arising in whole or in part from an act or omission or the gross negligence of, or a specification or other information furnished by or on behalf of, the District, and (ii) the aggregate liability of Generation Ready and the sole remedy of the School District for breach of contract or warranty, indemnification or otherwise, shall be limited to amounts paid to Generation Ready by the School District pursuant to this Agreement, plus the actual proceeds of any Generation Ready insurance policy that responds."

6. **Relationship Between the Parties.** The relationship of Generation Ready to the School is that of an independent contractor or consultant. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. Neither party shall have any claim under this Agreement or otherwise against the other for employee benefits of any kind, including but not limited to, health and accident insurance plans and retirement plans sponsored by a party for the benefit of its employees. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of a party, the parties hereby agree that both the School and Generation Ready shall have the right to participate in any discussion or negotiation occurring with such agency or agencies.
7. **Notice.** All notices, demands and requests which may or are required to be given by any party to another shall be in writing, and each shall be deemed to have been properly given when served personally on an officer or principal of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, as follows:

If to Generation Ready:

Generation Ready Inc.
Attn: Chief Financial Officer
352 7th Avenue, Floor 12A
New York, NY 10001

If to the District:

Sacramento City Unified School District
Attn: Assistant Superintendent, Curriculum & Instruction
5735 47th Avenue – Box 721
Sacramento, CA 95824

8. **Governing Law and Terms.** This Agreement and all rights, remedies, and obligations hereunder, including, but not limited to, matters of construction, validity, and performance shall be governed by the laws of the State of New York, conflicts of laws principles notwithstanding. This Agreement sets forth the full understanding of the parties regarding this matter, and other terms and conditions, including those that may be contained in or referred to in any purchase order, shall be of no force or effect.
9. **Assignability.** This Agreement shall be binding upon, and shall inure to the benefit of the parties and their subsidiaries and affiliates, together with their successors and assigns. No party may assign or transfer its rights or obligations hereunder without the express written consent of all other parties, except that Generation Ready may assign its rights and obligations to an acquirer of all or substantially all of Generation Ready's assets or business.
10. At all times during the Term, as it may be extended or renewed, and for a one year period thereafter, the School shall not:
- a. Induce, advise, or counsel employees, contractors, representatives, or agents of the Company to leave the employ of the Company or its affiliates, or hire or engage any of the foregoing;
 - b. Otherwise interfere in any way with the relationship between the Company and its customers, employees, representatives, contractors, agents, licensees, or franchisees.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the School and Generation Ready as of the date first set forth above.

GENERATION READY INC.

BY: 

TITLE: Senior Vice President

DATE: July 17 2015

Sacramento City Unified School District
5735 47th Avenue – Box 721
Sacramento, CA 95824

BY: _____

TITLE: _____

DATE: _____

Exhibit A - Scope of Services

Sacramento City Unified School District – K to 8 CCSS Math Implementation

Fees: \$250,000

Generation Ready specialist(s) will provide 100 days of support to coach and mentor the instructional leaders in the following activities:

Leadership:			
Principals Workshops	8 days with 1 consultant	8 x \$2500 =	\$20,000
Planning	10 days with 1 consultant	10 x \$2500 =	\$25,000
Training Specialists:			
Workshops	10 days with 1 consultant	10 x \$2500 =	\$25,000
Teachers:			
District Convenings - Workshops	18 days with 1 consultant	18 x \$2500 =	\$45,000
	14 days with 1 consultant	14 x \$2500 =	\$35,000
District Convenings - Planning	6 days with 1 consultant	6 x \$2500 =	\$15,000
Networks of Schools	18 days with 1 consultant	18 x \$2500 =	\$45,000
Networks of Schools - Planning	6 days with 1 consultant	6 x \$2500 =	\$15,000
Coaching:			
In School Job-Embedded	10 days with 1 consultant	10 x \$2500 =	\$25,000
Total		100 days =	\$250,000



2015-16 PROFESSIONAL SERVICES CONTRACT

CONTRACT SUMMARY

CLIENT: Sacramento City Unified School District
CLIENT CONTACT: Doug Huscher, Assistant Superintendent
NEP PROJECT LEAD: Lisa M. Lasky
PROJECT DURATION: August, 2015 – June, 2016
TOTAL CONTRACT AMOUNT: \$95,000

CONTRACT AGREEMENT

This Agreement is made this June 9, 2015, between the National Equity Project ("The Project") and Sacramento City Unified School District ("CLIENT"), regarding services to be provided by The National Equity Project.

1. The National Equity Project agrees to provide CLIENT with services, as detailed in the "Scope of Work," in exchange for total payment of \$95,000 for the time period August 2015- June 2016.
2. Payments made by CLIENT pursuant to this Agreement are inclusive of local travel expenses, defined as travel within 50 miles of Oakland, California. Expenses for all travel outside of the local area and other fees and expenses are not included in this Agreement and will be invoiced to the CLIENT based on actual costs.

CLIENT AGREEMENTS:

3. CLIENT will allocate appropriate time and human resources to permit The Project to complete the work outlined in the Scope of Work. CLIENT staff will actively participate in The National Equity Project events, hosting and attending site visits and peer reviews, and sharing information with audiences as appropriate.
4. CLIENT will participate in National Equity Project research and evaluation efforts including, but not limited to, data collection, surveys, and/or focus groups, and will provide National Equity Project with current data on school demographics, enrollment, staffing, and student achievement.
5. CLIENT will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent and all outstanding amounts will become immediately due and payable. All services and related fees or expenses will be billed in installments over the contract period unless the CLIENT and The Project have otherwise agreed in writing to an alternate payment schedule.



6. Should CLIENT seek services beyond the Scope of Work from the Project, the parties may negotiate an additional and/or amended Scope of Work. Any such amendment/extension of this Agreement shall require the written agreement of both CLIENT and The Project. CLIENT will pay National Equity Project for the services outlined in the Scope of Work within 30 days of receipt of invoice. If payment for additional services is not received by the National Equity Project within 30 days of sending invoice, the account will be deemed delinquent and all outstanding amounts will become immediately due and payable.
7. CLIENT agrees to indemnify, defend with counsel approved by The Project, and hold harmless The Project, its employees, Board of Trustees, agents and affiliates from all liabilities, losses, claims and damages of any kind, including, without limitation, all consequential damages and expenses (including attorney fees), arising from or in any way connected to any services and operations provided under this Agreement, except for those losses/claims arising from the sole negligence or willful misconduct of The Project and its employees. It is understood and agreed that such indemnity shall survive the termination of this Agreement.
8. CLIENT agrees to provide attribution to the National Equity Project should they choose to reproduce or distribute any materials developed, created, or provided by the National Equity Project.

NATIONAL EQUITY PROJECT AGREEMENTS:

9. The Project will allocate appropriate time and human resources to complete the work outlined in the Scope of Work.
10. The Project may terminate this Agreement with thirty days written notice. If the Agreement is terminated by The Project, The Project will present CLIENT with a report outlining work completed through the date of termination.

MUTUAL CONTRACT AGREEMENTS:

11. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Notices shall be directed to the following addresses:

CLIENT: Doug Huscher, Asst. Superintendent
Contact Name/Department

Sacramento City Unified School District
Client Name

5735 47th Avenue
Client Address

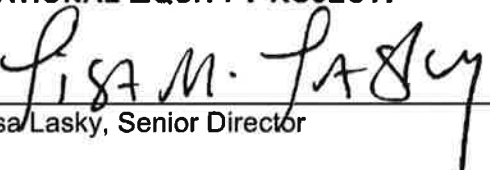
Sacramento, CA 95824
City State Zip



THE PROJECT: Lisa M. Lasky, Senior Director
1720 Broadway, 4th Floor
Oakland, CA 94612

12. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any litigation related to or arising from this Agreement may be brought only in a state court within Alameda County, CA or federal court located within the Northern District of California, and the parties consent to the jurisdiction of such courts.
13. **Complete Agreement:** It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties (other than the Scope of Work) on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.
14. **Attorneys Fees:** If any action is brought for a declaration of rights under or to enforce the provisions of this Agreement, or for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as fixed by the Court.
15. **Authority:** Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

NATIONAL EQUITY PROJECT:



Lisa Lasky, Senior Director

June 9, 2015

Please direct payment related questions to:

*Lisa Lasky, Senior Director
National Equity Project
1720 Broadway, 4th Floor
Oakland, CA 94612
510.208.0160 x308 | llasky@nationalequityproject.org*

CLIENT:

The CLIENT represents that it has full power and authority to enter into this Agreement and that is binding upon the Client and enforceable in accordance with its terms.

Sacramento City Unified School District

CLIENT Name, Title

Client Signature Gerardo Castillo, CPA
Chief Business Officer

Date



Please direct invoices and payment related questions to:

CLIENT:

Name: _____ **Title:** _____

Address: _____

E-mail: _____

Phone: _____ **Ext.** _____

SCOPE OF WORK

Project Unit	Deliverables	Cost
DISCOVERY Listening Campaign 3-4 days listening 4 days analysis and writing 2 days planning and facilitation of engagement with report <i>Fall 2015</i>	(2-3 Senior NEP staff) 1- Conduct the <i>Listening Campaign</i> through interviews, focus groups, community conversations 2- Analysis of data collected 3- Creation of a report with themes 4- Presentation and discussion with Superintendent and Cabinet 5- Planning and facilitation of Community Convening to make shared meaning of the data	\$30,000
DESIGN Executive Coaching and Strategy Design 5 days (40 hours) <i>Fall 2015</i>	(1-2 Senior NEP Staff) Could be used for face to face meetings with a small team or phone consultation to design the process and steps for creating a system's approach to doing 'equity work'	\$10,000



<p>DEVELOPMENT Equity Leadership Learning Series</p> <p>One full-day session Four half-day sessions</p> <p><i>Fall – Winter 2016</i></p>	<p>(2 Senior NEP staff)</p> <p>Design and facilitation of a customized learning experience for invited school and system leaders to build skill and practice in the areas of 'Equity Competence'</p> <p>Materials and resources</p>	<p>\$25,000</p>
<p>Leading for Equity Institute Participation for a selected SCUSD Team</p> <p><i>(February or March 2016)</i></p>	<ul style="list-style-type: none"> • 4-day residential institute (food and lodging included) • Resource Guide • Coached team time sessions • 6 participants registration fees 	<p>\$10,000</p>
<p>Teaching With a Cultural Eye 2-day Institute (for up to 100 people)</p> <p><i>Spring 2016</i></p>	<p>(2-3 Senior NEP staff)</p> <p>Planning and facilitation of a customized learning experience for School Teams</p> <p>Materials and resources</p>	<p>\$20,000</p>
	<p>TOTAL</p>	<p>\$95,000</p>

- Project cost includes planning time, travel time, materials development and production, coaching and facilitation.
- Project cost does not include direct expenses. Direct expenses include reasonable and customary out-of-pocket expenses such as travel, meals, accommodations and other expenses specifically related to this engagement. **These are estimated at 15% of total project cost.**
- We will invoice as follows (unless otherwise specified and agreed upon):

\$23,750 upon signing of the contract
\$23,750 in November 2014
\$23,750 in February 2016
\$23,750 in May 2016

- Additional services may be negotiated as needed.



SERVICES AGREEMENT

Date: July 1, 2015 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Lozano Smith, a professional corporation (hereinafter referred to as "Attorney").

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 Attorney and to have said Attorney 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 Attorney 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 Attorney hereby agrees to provide to the District the services as described below ("Services"):

Legal Counsel with respect to matters District specifically refers to Attorney; Legal services as reasonably required to represent District in such matters as may arise through the course of the school year; Take reasonable steps to keep District informed of significant developments and respond to District's inquiries regarding those matters.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2015 and continue through June 30, 2016, 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 Attorney for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Attorney will be paid for services rendered based upon the attached rate schedule (Exhibit B) with a not to exceed amount of one million dollars (\$1,000,000). Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Raoul Bozio, Legal Services Manager, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Attorney 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 Attorney under this Agreement. Attorney 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 Attorney understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Attorney 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.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Attorney 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 Attorney'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.

Attorney's relationship to the District under this Agreement shall be one of an independent contractor. The Attorney 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 Attorney 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 Attorney acknowledges and agrees that it is the sole responsibility of the Attorney 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 Attorney'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 Attorney 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.

Education Code Section 45125.1 states that if employees of any Attorney 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 the school site 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, Attorney will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

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

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 consultants.

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. GENERAL LIABILITY INSURANCE.

Prior to commencement of services and during the life of this Agreement, Attorney shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 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 Attorney to the District.

ARTICLE 9(a). PROFESSIONAL LIABILITY INSURANCE

Prior to the commencement of services under this Services Agreement, the Attorney shall furnish to the District satisfactory proof that the Attorney has purchased professional liability coverage, on a claims made basis, extending protection to Attorney in an amount no less than Five Million Dollars (\$5,000,000) per claim, and Five Million Dollars (\$5,000,000) in the annual aggregate.

Each of Attorney's consultants shall, to the extent available, have errors and omissions insurance for their services as required or approved by the District. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Attorney thirty days written notice. Notice shall be deemed given when received by Attorney, 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 Attorney; (b) any act by the Attorney exposing the District to liability to others for personal injury or property damage; or (c) the Attorney confirms its insolvency or is adjudged a bankrupt; Attorney makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Attorney'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 Attorney. 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 Attorney. 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 Attorney. 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
PO Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contracts

Attorney:
Lozano Smith
One Capitol Mall, Suite 640
Sacramento, CA 95814
Attn: Jerome M. Behrens, Attorney

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

Attorney affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Attorney'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.



Sacramento City Unified School District

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. Attorney 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 Attorney 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.

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.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

LOZANO SMITH

By: _____
Gerardo Castillo, CPA
Chief Business Officer

By: _____
Jerome M. Behrens
Attorney at Law

Date

Date



EXHIBIT A

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. Attorney 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. Attorney will immediately report to District any apparent violation of these conditions.
5. Attorney shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Attorney cannot adhere to the conditions stated above, the Attorney 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 Attorney 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

Date

Printed Name/Title



Sacramento City Unified School District

EXHIBIT B

LOZANO SMITH ATTORNEYS AT LAW *A Professional Corporation*

PROFESSIONAL RATE SCHEDULE FOR SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Shareholder	\$ 250 per hour
Senior Attorney	\$ 220 per hour
Associate	\$ 210 per hour
Law Clerk II*	\$ 125 per hour
Law Clerk I/Paralegal	\$ 100 per hour

* Law School Graduate

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



SERVICES AGREEMENT

Date: July 1, 2015 **Place:** Sacramento, California

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

Deaf interpreting services for students as requested by
the Special Education Department.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2015, and continue through June 30, 2016 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: \$47.25 per hour of services as may be requested by District, not to exceed a maximum of 3,600 hours. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Seventy Thousand, One Hundred Dollars (\$170,100).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of John Brown, Special Education Department, 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.

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 the school site 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, 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 the District.

District has determined that services performed under this Agreement will result in contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification before services begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

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 copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District 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 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.

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
PO Box 246870
Sacramento CA 95824-6870
Attn: John Brown, Special Education

Contractor:
Eaton Interpreting Services
8213 Villa Oak Dr.
Citrus Heights, CA 95610
Attn: Kim Eaton, President



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.

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.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EATON INTERPRETING SERVICES

By: _____
Gerardo Castillo, CPA
Chief Business Officer

By: _____
Kim Eaton
President

Date

Date

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And**

Sacramento Chinese Community Service Center

The Sacramento City Unified School District ("District") and Sacramento Chinese Community Service Center (SCCSC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on May 6, 2015, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage SCCSC to develop, maintain and sustain SUMMER MATTERS programing, providing summer academic and enrichment support services to the following sites during Summer 2015; A.M. Winn, Caroline Wenzel, John Bidwell, Nicholas, and Williamland Elementary Schools, Albert Einstein, California, Fern Bacon, John Still and Will C. Wood Middle Schools, and C.K. McClatchy, Luther Burbank, Hiram Johnson (located at West Campus) John F. Kennedy and Rosemont High Schools. The primary purpose of Summer Matters Programing is to provide academic enrichment opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational and enrichment opportunities to parents and/or guardians; and

WHEREAS, SCCSC will work collaboratively with District to develop, support, coordinate, and implement the **Summerquest and Summer of Service programs** at each of the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for students participants during the regular school year, prevent drop out, assist in the elementary to middle school transition, to provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, to promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SCCSC shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School/Summer Website);
- ii. SCCSC shall adhere to services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all programing and District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. **Payment.** For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse SCCSC for services not to exceed **\$359,529.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
Summerquest	AM Winn	\$21,926.00	100 students
Summerquest	Caroline Wenzel	\$32,639.00	150 students
Summerquest	John Bidwell	\$21,926.00	100 students
Summerquest	Nicholas	\$21,926.00	100 students
Summerquest	Williamland	\$21,926.00	100 students
Summerquest	Woodbine	\$21,926.00	100 students
Summer of Service	Albert Einstein	\$21,726.00	100 students
Summer of Service	California	\$21,726.00	100 students
Summer of Service	Fern Bacon	\$21,726.00	100 students
Summer of Service	John Still (Middle)	\$21,726.00	100 students
Summer of Service	Will C Wood	\$21,726.00	100 students
Summer of Service	C.K. McClatchy	\$21,726.00	100 students
Summer of Service	Hiram Johnson (West)	\$21,726.00	100 students
Summer of Service	J. F. Kennedy	\$21,726.00	100 students
Summer of Service	Luther Burbank	\$21,726.00	100 students
Summer of Service	Rosemont	\$21,726.00	100 students

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SCCSC shall provide documentation of a **\$71,905.80 in-kind match to the District.**

C. **Independent Contractor.** While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, SCCSC, and each of SCCSC's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. **Insurance Requirements.** Prior to commencement of services and during the life of this Agreement, SCCSC shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. SCCSC will also provide a written endorsement to such policy naming District 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 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 SCCSC to the District.

E. **Fingerprinting Requirements.** SCCSC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. **Period of Agreement.** The term of this Agreement shall be from May 6, 2015 through July 30, 2015. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract 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 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 Contract 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 Contract, 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.

G. **Indemnity.** SCCSC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SCCSC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

H. **Severability.** If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

I. **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.

J. **Assignment.** This Agreement is made by and between SCCSC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. **Entire Agreement.** This Agreement constitutes the entire agreement between SCCSC and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

L. **Amendments.** The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

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

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

O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

DISTRICT:

By: _____

Gerardo Castillo
~~Interim~~ Chief Business Officer
Sacramento City Unified School District

Date

SACRAMENTO CHINESE COMMUNITY SERVICE CENTER:

By: _____

Authorized Signature

Date

Print Name: _____

Title: _____

**Sacramento City Unified School District and SCCSC:
SUMMER MATTERS 2015 Scope of Services
Addendum- Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programming
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

SCCSC shall:

1. Provide comprehensive Summer Matters programming to include academic and enrichment interventions from **8:00 AM-2:00 PM, Monday -Thursday** at designated program sites. **Program will run from June 22, 2015-July 30, 2015.** Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by SCCSC and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. SCCSC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide summer services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool for monitoring and evaluation on a regular basis throughout the team
15. Provide in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District
16. Act as liaison with parents in supporting the family literacy and family engagement

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And**

City of Sacramento, START

The Sacramento City Unified School District ("District") and the City of Sacramento, START (START) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on May 6, 2015, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CITY OF SACRAMENTO, START to develop, maintain and sustain SUMMER MATTERS programing, providing summer academic and enrichment support services to the following sites during Summer 2015; Elder Creek Elementary, Ethel Phillips Elementary, Golden Empire Elementary, O. W. Erlewine Elementary and Peter Burnett Elementary Schools. The primary purpose of Summer Matters Programing is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CITY OF SACRAMENTO, START will work collaboratively with District to develop, support, coordinate, and implement the **Summerquest program** at each of the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for students participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. START shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School/Summer Website);
- ii. START shall adhere to services outlined in SCUSD Contract Terms and Conditions
- iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all programing and District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse START for services not to exceed **\$141,769.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
Summerquest	Elder Creek Elem.	\$42,352.00	200 students
Summerquest	Ethel Phillips Elem.	\$21,926.00	100 students
Summerquest	Golden Empire Elem.	\$21,926.00	100 students
Summerquest	O.W. Erlewine Elem.	\$21,926.00	100 students
Summerquest	Peter Burnett Elem.	\$32,639.00	150 students

The final installment shall not be invoiced by START or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, START shall provide documentation of a **\$28,354.00 in-kind match to the District.**

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, START, and each of START employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, START shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. START will also provide a written endorsement to such policy naming District 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 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 START to the District.

E. Fingerprinting Requirements. **START agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, START agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been

disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from May 6, 2015 through July 30, 2015. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract 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 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 Contract 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 Contract, 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.

G. Indemnity. START agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. START has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

H. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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Agreement shall constitute a waiver of immunity to suit by the District.

J. Assignment. This Agreement is made by and between START and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between START and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

DISTRICT:

By:

Gerardo Castillo
~~Interim~~ Chief Business Officer
Sacramento City Unified School District

Date

CITY OF SACRAMENTO, START:

By:

Authorized Signature

Date

Print Name: _____

Title: _____

**Sacramento City Unified School District and City of Sacramento, START:
SUMMER MATTERS 2015 Scope of Services
Addendum- Attachment A**

DISTRICT shall:

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3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
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