

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**5735 47th Avenue
Sacramento, CA 95824**



Request for Proposals For Voter Opinion Survey Services

Request for Proposals Issued: May 6, 2011
Deadline for Submittal of Responses: May 31, 2011

**REQUEST FOR PROPOSALS (RFP)
VOTER OPINION SURVEY SERVICES
FOR THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

The Sacramento City Unified School District is seeking proposals from qualified consulting firms to provide voter opinion survey services related to a general obligation bond measure and a parcel tax measure.

Interested consulting firms are invited to submit one original signed proposal and five (5) separate digital copies (individual CD's or flash drives) in PDF format. The proposal shall be made in the format provided; and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:30 p.m. on Tuesday, May 31, 2011 to the following address:

Sacramento City Unified School District
Attn: Patricia A. Hagemeyer, Chief Business Officer
5735 47th Avenue
Sacramento, California 95824

The sealed envelope shall be marked on the outside lower left corner with the words "Voter Opinion Survey Services RFP". It is the Proposer's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals.

This Request for 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.

REQUEST FOR PROPOSALS FOR VOTER OPINION SURVEY SERVICES

I. PURPOSE

The Sacramento City Unified School District, located in Sacramento, Sacramento County, California ("District") is requesting proposals from qualified public opinion analysis firms that are experienced in providing California school districts with voter opinion surveys and analysis services for ballot measures dealing with general obligation bond measures and parcel tax measures.

II. OVERVIEW OF THE DISTRICT

The Sacramento City Unified School District, located in Sacramento County, California (the "County"), is the 12th largest school district in the State of California (the "State") in terms of student enrollment. The District provides educational services to the residents in and around the City of Sacramento (the "City"), the State capital. The District operates under the jurisdiction of the Superintendent of Schools of Sacramento County, although the District has attained "fiscal accountability" status under the State Education Code. The District's estimated average daily attendance for fiscal year 2010-11 was 48,450 and the District's 2010-11 budgeted general fund expenditures are approximately \$416 million as of the second interim financial report.

The District is governed by a Board of Education (the "Board") consisting of seven members and one student member. The regular members are elected to staggered four-year terms every two years. Beginning in 2008, board member elections are no longer held District-wide, but instead are held among voters who reside in each of seven trustee areas. The day-to-day operations are managed by a board-appointed Superintendent. Jonathan P. Raymond was appointed Superintendent on July 23, 2009 and his term commenced on August 21, 2009. Patricia A. Hagemeyer is currently employed by the District as its Chief Business Officer.

GENERAL INSTRUCTIONS

Submittal of proposals should be reviewed for accuracy before submission to the District. Proposals may not be adjusted after submission to the District. The District reserves the right to reject any and all proposals, or to waive any irregularities or informalities in the proposals.

A. Signatures - All proposals must include a signature of an authorized officer of the consulting firm submitting the proposal. The name and title of the person shall be included following the signature.

B. Contacts - In order to control information disseminated regarding this Request for Proposal, consulting firms interested in submitting Proposals are directed not to make personal contact with members of the Board of Trustees and District Administration.

III. SCOPE OF SERVICES

Firms wishing to be considered for selection by the Board of Education must agree to meet District's requirements and provide the services outlined below to include, but not limited to, the following:

A. Research Prior Opinion Polls and/or Surveys

The consultant will research and compile existing information from available elections, prior opinion polls and/or surveys within the last five years to assess the success, public awareness and opinions regarding general obligation bond measures and parcel tax measures in other California school districts.

B. Preparation of Draft Survey Instrument

Prior to meeting with representatives of the District, the consultant will prepare a draft survey instrument for a voter opinion poll on a general obligation bond measure and parcel tax measure. **Both types of measures shall be analyzed in one voter opinion survey.** The questions included in the survey shall address both a general obligation bond measure and parcel tax measure and should be based on limiting the estimated time required to conduct each interview to approximately **20 minutes**. The voter opinion poll shall include responses from at least **800 likely voters** who have consistently voted in primary and general elections in the past three (3) elections. **The survey must also be made available in Spanish and one other language as appropriate.** In addition, the consultant will be required to document the sample survey methodologies and processes proposed to conduct the survey and to analyze the survey results (a detailed polling work plan including recommendations on polling instrument(s), sample size and margins of error, etc.).

C. Meetings with District Representatives

Following completion of the draft survey instrument, the consultant will meet with District representatives to review the draft survey instrument and the sampling and survey methodologies and processes. Following the meeting, the consultant will revise the survey instrument and the sampling and survey methodologies and processes based upon recommendations from District representatives.

D. Conduct Survey and Compile Results

After final approval of the survey instrument by the District, the consultant will be responsible

for identifying and interviewing at least 800 “likely” registered voters residing within the boundaries of the Sacramento City Unified School District who have voted in the last three (3) statewide primary/general elections. The likely voters surveyed shall reflect the demographics of the District (age, ethnicity, party affiliation, etc.). The survey will be based on a 20 minute interview and be made available in Spanish and one other language as appropriate.

E. Analysis of Survey Results

The consultant will analyze the survey results incorporating the following items:

- A tabulation of the outcome of all calls or contacts made during the course of the surveys (number of refusals, disconnected numbers, numbers that were busy or not answered after three attempts and language used to administer the survey).
- A tabulation of survey results, cross tabulations as appropriate, key findings, detailed findings, conclusions, recommendations and other relevant information reported for the entire District and by Congressional District, Legislative District and School Board trustee area if requested by the District.

F. Preparation of Administrative Report

The survey results will be compiled into an Administrative Report to be reviewed with District representatives. The District may request format changes to this report.

G. Preparation and Presentation of Final Report

The consultant will prepare and deliver an original plus five (5) bound copies of the final report; an original and five copies of an Executive Summary; plus a CD or flash drive of the report and Executive Summary. Consultant will present this information through the use of a powerpoint presentation to the Board of Education for review and comment at a public meeting of the Board of Education. If requested, the consultant will also present the final report to a committee of community members after the report is made public at a meeting of the Board of Education.

IV. INSTRUCTIONS TO CONSULTANTS

A. Examination of Proposed Documents

By submitting a proposal, the consultant represents that it has thoroughly re-examined and become familiar with the work required under this RFP, and that it is capable of performing the work identified in **Section III—Scope of Services**.

B. Addenda/Clarification

Explanations or clarifications desired by respondents regarding the meaning or interpretation of the RFP may be requested in writing by submitting an email to Kimberly Teague at the following email address kimt@scusd.edu no later than 5:00 p.m., May 18, 2011. Specify "RFP for Voter Survey Services" in the subject line. Responses to all questions received by the May 18th deadline will be posted on the District's website.

C. Withdrawal of Proposal Submittal

A consultant may withdraw its proposal at any time prior to the deadline for submission of proposals by delivering to the District contact person (Patricia A. Hagemeyer) a written request for withdrawal signed by, or on behalf of, the consultants.

D. Rights of the Sacramento City Unified School District

This RFP does not commit the Sacramento City Unified School District to enter into a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of the proposal or in anticipation of a contract. The District reserves the right to:

- Reject any or all proposals
- Issue one or more subsequent RFPs
- Postpone opening for its own convenience
- Remedy technical errors in the RFP process
- Approve or disapprove the use of particular sub-consultants
- Negotiate with any, all or none of the consultants responding to this RFP
- Award a contract to one or more consultants
- Award a contract to anyone it deems capable of performing the work contemplated in this RFP
- Waive informalities and irregularities in any proposal

E. Contract

The consultant(s) submitting a proposal to this RFP, if selected, shall be required to enter into a contract that meets the terms and conditions of the District **(see Attachment A for sample contract)**. If the consultant desires to take exception to the sample attached contract, the consultant shall provide information in the section of the "Contents of Statement of Proposals" titled "Exceptions to the Contract."

Substantial exceptions to the Contract may be determined by the District, at its sole discretion, to be unacceptable and the District will proceed with negotiations with a different consultant.

F. Deadline for Submittal of Proposals

The proposals must be received by the District no later than **4:30 p.m. on Tuesday, May 31, 2011**. Once submitted, responses become the property of the District. No corrected or resubmitted proposals will be accepted after the deadline. **Late proposals will not be accepted and will be returned unopened.** Submit one (1) original signed proposal and five (5) separate digital copies (individual CD's or flash drives) in PDF format to the following address:

Sacramento City Unified School District
Attn: Patricia A. Hagemeyer, Chief Business Officer
5735 47th Avenue
Sacramento, CA 95824

The proposal shall be made in the format provided; and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope. The sealed envelope shall be marked on the outside lower left corner with the words "Voter Opinion Survey Services" RFP.

V. CONTENTS FOR PROPOSALS

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondent's qualifications, and its ability to follow instructions. 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 and shall be limited to twenty (20) pages (excluding attachments and appendices) on 8 ½" x 11" paper with all responses bound with tabs separating each section. Respondents shall read each item carefully and answer each of the following items accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification. Restate each item prior to addressing said item.

A. Submittal Letter

Include the RFP's title and submittal due date, the name, address, fax number 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 immediately to work 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 information regarding the size, location, nature of work performed, years in business and the approach that will be used in meeting the needs of the District.

C. Proposals

Briefly summarize the proposals and experience of your firm's professionals in voter opinion surveys in general, and general obligation bonds and parcel tax measures in California school districts in particular. Please include a list of school districts and contact information in which your firm acted as a consultant on voter opinion surveys during the past five years.

D. Organizational Structure

Describe your firm's organizational structure. Supply the names of the professionals who will be responsible for this project. Please provide brief resumes for these individuals.

E. References and Description of Experience

This section should identify similar projects that the firm has completed as outlined in the RFP. 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 the size of the districts along with the names of individuals familiar with your work that can be contacted by District staff.

F. Project Overview

This section should clearly convey the consultant's understanding of the nature of the work related to this voter opinion survey and the general approach the consultant will use to complete the project. This section should include, but not be limited to, a discussion of the organization of the project and a summary of the proposed approach.

G. Detailed Work Plan

This section of the RFP should include a full description of each step your firm would follow in completing the project. The work description should be in sufficient detail to show a clear understanding of the work and proposed approach.

This section should also include a description of the format, content and level of detail that can be expected for each deliverable.

A schedule showing the important milestones should also be included.

H. Exceptions to the Contract

This section shall be used for the purpose of identifying any exceptions your firm has regarding the sample contract included as Attachment A to this document.

I. Cost Proposal

A cost proposal must be submitted in a separate sealed envelope titled "Cost Proposal" and enclosed in the same package as your proposal.

The cost proposal shall be based on one voter opinion survey that tests 800 likely voters on a general obligation bond measure and a parcel tax measure. The cost proposal shall be based on a survey of 20 minutes for each interview and shall include a fee for the interview to be made available in Spanish and one other language as appropriate.

This section must provide a full description of the expected expenditures for the work described in this RFP. The cost proposal must include all consultant fees, preparation of deliverables, travel expenses per trip to Sacramento, printing, etc.

J. Distinguishing Characteristics

Please describe what distinguishes your firm from other public opinion firms and how said services will benefit the District.

VI. SELECTION CRITERIA

Consulting firms submitting proposals are advised that all proposals will be evaluated to determine the firm deemed most qualified to meet the needs of the District. The selection criteria will include, but not be limited to, the items listed below:

- A.** Demonstrated understanding and responsiveness to the Request for Proposals.
- B.** Proposals and experience of firm and personnel named in the proposal.
- C.** Past experience in assisting California school districts in conducting voter opinion surveys related to general obligation bond measures and parcel tax measures.
- D.** Project understanding and approach including an understanding of the District.
- E.** Satisfaction of previous clients.
- F.** Oral interview.

G. Completeness and quality of the proposal.

H. Cost proposal.

VII. PROCESS FOR SELECTING FIRM

The district will convene a selection committee to review and evaluate the proposals based on the criteria outlined above (A through H) in Section VI. Based on the recommendations of the selection committee, oral interviews will be conducted by the District with the firms deemed most qualified to meet the needs of the District. A recommendation of the firm to complete the voter opinion survey of the community on a general obligation bond measure and parcel tax measure will be made by the Superintendent to the Board of Education.

OFFER TO ENTER INTO CONTRACT

The undersigned hereby proposes to enter into an agreement with the Sacramento City Unified School District and to furnish services as described in this Request for Proposal.

Name and Address of Firm:

Name: _____

City and State: _____

Telephone Number: _____

Fax Number: _____

Signature of Authorized Officer or Employee of Firm:

Name: _____

Signature: _____

Title: _____

Date: _____

Attachment A

“SAMPLE SERVICES AGREEMENT”

Date: ***INSERT DATA HERE*** **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and ***INSERT DATA HERE***, (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”):

INSERT DATA HERE

ARTICLE 2. TERM.

This Agreement shall commence on ***INSERT DATA HERE***, and continue through ***INSERT DATA HERE***, 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. If payable, such expenses shall be limited to the standard allowances authorized by Board policy. Total fee shall not exceed ***INSERT DATA HERE*** Dollars (\$***INSERT DATA HERE***).

INSERT DATA HEREOR

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.

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.

INSERT DATA HERE

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.

INSERT DATA HEREOR

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 copy of its policy evidencing its comprehensive general liability insurance coverage***INSERT DATA HERE***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: ***Insert Data Here***

Contractor:
Insert Data Here

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. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. 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 18. 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 19. 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 20. 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**

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

By: _____

By: _____

Jonathan P. Raymond
Superintendent***Insert Data Here***
Patricia A. Hagemeyer
Chief Business Officer

Signature

Print Name/Title

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