GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
SAN LEANDRO UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2016, (the "Agreement") is made by and between San Leandro Unified School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period**. The term of this Agreement ("Agreement Term") begins April 1, 2016 (the "Effective Date") and will automatically expire on March 31, 2019 (the "Expiration Date"). The Agreement Term consists of three (3) periods: April 1, 2016 through March 31, 2017; April 1, 2017 through March 31, 2018; and April 1, 2018 through March 31, 2019. Each period within the Agreement Term is an "Agreement Year."

2. **Base Services**. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

    (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):

        (1) Any applicable prior year reimbursement claims based on program participation;

        (2) Late and amended reimbursement claims, based on program participation; and

        (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period.

(b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

(c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;

(d) Conduct interviews with District staff and document processes regarding mandate programs;

(e) Provide interim and annual reports on:

(1) Program performance;

(2) Claim performance for all applicable claims; and

(3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.

(f) Monitor District's mandated cost tracking systems;

(g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;

(h) Serve as a liaison with the State Controller's Office and Commission regarding (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office;

(i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and

(j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. **Optional Services.**

SiteServ[SM] (SiteServ) **Services**
In addition to the Software and Services outlined in the Base Program above, District may elect to include SiteServ services listed on Exhibit B. District will be responsible for paying the Base Program fee plus the cost of SiteServ as defined in Exhibit B.

4. **District's Obligations.**

4.1 District Responsibilities and Obligations. District shall be responsible for the following: (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and

(b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

4.2 Claim Approval. Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

4.3 For Districts that elect the Mandate Block Grant. The District acknowledges and agrees that the Good Governance and Program Advisory Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

5. **California False Claims Act**. District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

6. **Payment of Fees**.

6.1 Fees. For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, District agrees to pay SI&A **$13,000**, annually (the "Fee").

6.2 Payment Plan. The Fee is payable in three (3) annual installments due April 1st of each Agreement Year.

6.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

7. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

8. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

9. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

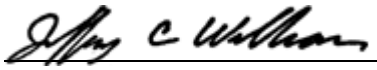
SI&A:		**DISTRICT:**	
SCHOOL INNOVATIONS & ACHIEVEMENT		**SAN LEANDRO UNIFIED SCHOOL DISTRICT**	
Signature:		Signature:	
Date Signed:	4/13/2016	Date Signed:	
Print Name:	Jeffrey C. Williams	Print Name:	
Title:	Chief Executive Officer	Title:	
Company:	School Innovations & Achievement	Address:	
Address:	5200 Golden Foothill Parkway		
	El Dorado Hills, CA 95762	Phone:	
Phone:	(800) 487-9234	Fax:	
Fax:	(888) 487-6441	Email	

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Termination**. Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.

3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.

4. **Notice**. All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.

5. **District's General Responsibilities; District Acknowledgment**. During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances**. Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited**. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code**. SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.

9. **Confidential and Proprietary Materials of SI&A**. During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

10. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.

11. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.

12. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver**. Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

15. **Force Majeure**. A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B – OPTIONAL SERVICES

Accept Decline

_____ _____ **SiteServ**[SM] (SiteServ) **Services**

Optional SiteServ services include the development of a site service plan for **Thirteen (13)** school sites (Sites) and provides District the following services during the Agreement Period:

(a) One (1) on-site visit for training and advisory sessions at each Site each Agreement Year;

(b) Coordinate between District and Sites for data collection;

(c) Advise and assist each Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school's documentation completion deadlines to enable SI&A to prepare claims for timely submission to the State Controller's Office;

(d) Expanded training sessions with SI&A and District which may be held concurrently with District or other Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date ("New Mandates") may be authorized during an Agreement Year, SI&A shall incorporate training for New Mandates into SiteServ services if the New Mandates are approved by the State Controller's Office and the filing deadline falls within the Agreement Period; and

(e) Include milestones to be achieved by each Site in the site service plan and prepare a district level summary status report showing each Site's progress regarding its ability to remain current on documentation requirements for site based claims at the end of each milestone. SI&A's resources for addressing issues identified in the summary status report are beyond the Initial Scope of Services.

For SiteServ services provided pursuant to the terms of this Agreement, and as an amount added to the Fee set forth in Section 6 of this Agreement (which collectively shall be referred to as the "Fee"), District agrees to pay SI&A **$7,800** annually. The Fee is payable as set forth in Section 6 of the Agreement.