



**SERVICE PROVIDER AGREEMENT ("Agreement")
FRESH After School Partnership Program**

COVER PAGE

A. "Contractor" and Address/Contact Information: City of Fresno PARCS Attn: Manuel I. Hernandez 848 M. Street Fresno, Ca 93721 Phone No.: (559)621-6621 FAX No.: (559)457-1244 Email Address: manuel.hernandez@fresno.gov		B. "FCSS" and Address/Contact Information: Fresno County Superintendent of Schools Attn: Randy Mehrten, Senior Director, FRESH After School Program Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721-2000 Phone No.: (559) 497-3780 FAX No.: (559) 497-3704 Email Address: rmehrten@fcoe.org
C. "Contract Effective Date": October 13, 2014	D. "Contract Termination Date": June 11, 2015	E. "Contract Amount" to be paid to Contractor : See Att. 1, Art. 2 and attached Service Schedule(s)
F. "Required Documents": Contractor must provide to FCSS each document below, which is incorporated by reference into this Agreement. If any Required Document becomes incorrect during the Contract Term, Contractor shall promptly notify in writing and/or submit to FCSS the appropriate document reflecting the correct information.		
<input checked="" type="checkbox"/> 1. Upon FCSS' request and as applicable, Taxpayer Identification Number Request (W-9) or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); and Nonresident Withholding Allocation Worksheet (California Form 587) or Withholding Exemption Certificate (California Form 590); and all documents that FCSS may require to establish the necessary process to pay the Contract Amount to Contractor. <input checked="" type="checkbox"/> 2. Written proof of the following insurance (see Att. 1, Art. 4): (a) commercial general liability with additional insured endorsement, (b) commercial automobile liability, and (c) workers' comp. & employers' liability <input checked="" type="checkbox"/> 3. Fingerprinting and Criminal Background Check Certification (see Att. 1, Art. 1A) <input checked="" type="checkbox"/> 4. Tuberculosis Clearance Certification (see Att. 1, Art. 1A)		

This Agreement is entered into by and between FCSS and Contractor, each referred to separately as a "Party" and collectively as the "Parties".

1. Contract Term. This Agreement shall commence on the Contract Effective Date and shall continue in full force and effect thereafter until and including the Contract Termination Date ("Contract Term"), unless this Agreement is terminated during the Contract Term as provided in Article 3 of Attachment 1 to this Agreement.

2. Agreement Documents. This Agreement contains and consists of the following:

- 2.1 Cover Page
- 2.2 Attachment 1 - General Terms and Conditions
 - Article 1: Scope of Services and Obligations
 - Article 1A: Additional Terms and Conditions
 - Article 2: Payment
 - Article 3: Termination of Agreement; Suspension of Services
 - Article 4: Insurance
 - Article 5: Indemnity and Defense
 - Article 6: Dispute Resolution
 - Article 7: General Provisions
- 2.3 Service Schedule Index and Service Schedule(s)

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the Parties, intending to be legally bound, agree as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

CONTRACTOR

By: Manuel A. Mollinedo
Print Name: Manuel A. Mollinedo
Title: Director

FCSS

By: Dr. Kathryn Catania
Dr. Kathryn Catania, Deputy Superintendent
Jim Yovino or Authorized Designee
Superintendent

Contractor's federal tax I.D. no. if entity or last four digits of social security no. if individual: 94-6000338 **ATTEST:**
APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
 BY: Cynthia Spencer 11/26/14
 DEPUTY CITY ATTORNEY
YVONNE SPENCE, CMC
 CITY CLERK
 By: Cindy Bauer 11/26/14
 Deputy

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

Section 1.1 Recitals. FCSS operates the Fresno Recreation, Enrichment, and Scholastic Help After School Partnership Program (“FRESH”). Through FRESH, qualified school sites within Fresno County may administer and implement educational and support services to their students after school. FCSS has entered into separate contracts with certain school districts within Fresno County to provide educational and/or administration services to school sites within such school districts for the school sites’ after school programs. By this Agreement, FCSS desires to retain Contractor to provide, and Contractor desires to provide, to FCSS and the school districts the Services set forth in this Agreement. The Parties further desire by this Agreement to set forth the terms and conditions upon which Contractor shall provide and FCSS shall compensate Contractor for such Services, and to set forth the Parties’ rights and obligations relating to such Services and this Agreement.

Section 1.2 Duties and Obligations.

1.2.1 **Contractor Qualifications.** Contractor represents that it has the proper training, skill, and experience, and is qualified to provide the Services, including having throughout the Contract Term all applicable licenses, permits, and/or certifications. Contractor shall provide FCSS with written proof of such licenses, permits, and/or certifications upon FCSS’ request and notify FCSS in writing no later than 10 days after Contractor receives any notice of revocation, suspension, probation, or repeal of any applicable licenses, permits, or certifications.

1.2.2 **Contractor Responsibilities.**

- (A) **Service Schedule.** Unless specifically stated otherwise in a Service Schedule (“Service Schedule”), Contractor shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the services required of Contractor by each Service Schedule (collectively “Services”). Each Service Schedule shall constitute and be incorporated as a part of this Agreement.
- (B) **Fingerprinting and Criminal Background Clearance, and TB Clearance.** Contractor shall be responsible for the cost of and ensure that all of Contractor’s employees and agents who are providing the Services comply with Section 1A.3 of this Agreement regarding fingerprinting and criminal background check, and tuberculosis clearance.
- (C) **Non-Exclusive Contract.** Contractor acknowledges and agrees that this Agreement does not constitute an exclusive contract for Contractor, and FCSS has or may enter into contracts with third parties, to provide services to FCSS, any of the School Districts, or any or all of the School Sites.

ARTICLE 1A ADDITIONAL TERMS AND CONDITIONS.

Section 1A.1 Record Keeping, Retention, Inspection, and Audit. Contractor shall maintain and retain accurate books and accounting records of all Services provided under, costs billed pursuant to, and all documents required of Contractor under this Agreement for at least five years after this Agreement terminates. Upon FCSS’ request, School shall make all such books, accounting records, cost billings, and documents available for review, audit, and/or copying by FCSS or FCSS’ designee. Grant funds are used to pay for the Services and Contractor shall comply with all requirements of the grant(s) upon FCSS’ written notice of such requirements. If this Agreement involves the expenditure of funds from the State of California in excess of \$10,000, this Agreement is subject to the State Auditor’s examination and audit for three years after final payment under this Agreement at FCSS’ request or as part of any audit of FCSS. The obligations of this Section shall survive termination of this Agreement.

Section 1A.2 Use and Handling of Confidential Records and Information. If Confidential Materials are provided to Contractor under this Agreement, Contractor and its officers, employees and agents shall: (1) not release, disseminate, publish, or in any manner disclose the Confidential Materials, except as required by law or a court order, as may be permitted by this Agreement, or as FCSS may authorize in writing; (2) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (3) protect and secure

the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. "Confidential Materials" shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Agreement.

Section 1A.3 Required Documents. At the same time as when Contractor delivers to FCSS this Agreement signed by Contractor, Contractor shall submit to FCSS each Required Document in F on the Cover Page and Contractor agree as follows:

1A.3.1 Fingerprinting and Criminal Background Check Certification. Contractor shall obtain from, complete, sign, and deliver to FCSS a Fingerprinting and Criminal Background Check Certification ("**Fingerprinting Certification**"). Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and its employees, and shall provide FCSS with an updated Fingerprinting Certification if there are any changes to the information Contractor has provided to FCSS. Contractor must immediately remove from performance of the Services any of its employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Contractor shall indemnify, defend, and hold harmless FCSS and the Fresno County Board of Education and their officers, employees, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with this Subsection. Contractor's obligations and liabilities under this Subsection shall survive the termination of this Agreement and are not limited to or by any insurance that Contractor maintains but apply to the full extent permitted by law without regard to whether such insurance covers the obligations and liabilities.

1A.3.2 Tuberculosis Clearance Certification. Contractor shall obtain from and complete, sign, and deliver to FCSS a Tuberculosis Clearance Certification or provide FCSS with documentation satisfactory to FCSS that each Contractor Staff who will provide the Services has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If, during the Contract Term, any of Contractor's employees who are providing the Services are determined to have active tuberculosis, Contractor shall immediately remove such employees from providing the Services.

Section 1A.4 Certification Regarding Debarment, Suspension, and Other Ineligibility. If this Agreement is funded, in part or in whole, with federal funds, Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

ARTICLE 2 PAYMENT.

Section 2.1 Amount of Compensation. As full consideration and compensation for Contractor's performance of the Services, FCSS shall pay Contractor in accordance with each Service Schedule. The sum of all Service Schedule Amounts is referred to as the "**Contract Amount**".

Section 2.2 Method and Schedule of Payment.

2.2.1 Contractor Invoice. FCSS shall pay to Contractor the Contract Amount pursuant to written invoice by Contractor, which invoice shall be submitted to FCSS by the 15th day of each month and state, at a minimum, the following: (A) the Service Schedule No. and Item No. pursuant to which Services were provided; (B) the period for which Contractor is requesting payment for Services provided; (C) the first initial and last name of the Contractor Staff who provided the Services; (D) a description of the Services provided, including the dates and hours during which Services were provided; and (E) the amount for which payment is requested including a breakdown of the amount based on the Services provided. By submission of each invoice, Contractor certifies under penalty of perjury that to the best of its knowledge, understanding, and belief, the information and amounts claimed in the invoice are true and correct.

2.2.2 FCSS Review and Approval of Invoice. FCSS shall review and approve all invoices before payment to Contractor. Upon receipt of an invoice and if FCSS has any objections to it and/or requires additional information or supporting documentation, FCSS shall notify Contractor and Contractor shall provide FCSS with the required additional information and/or supporting documentation within five business days of

Contractor's receipt of FCSS' notice. FCSS shall pay Contractor no later than 30 days after FCSS receives and approves an invoice submitted by Contractor. If FCSS does not approve an invoice, FCSS shall notify Contractor in writing stating the reason(s) why FCSS did not approve the invoice. Contractor may re-invoice FCSS to cure the defects identified in FCSS' notice. The revised or new invoice will be treated as a new invoice. Contractor's acceptance of a payment under this Agreement shall constitute and operate as a release of all claims and liabilities by Contractor against FCSS for any additional compensation or payment under this Agreement relating to or for the Services for which the payment was made. However, FCSS' payment shall in no way relieve Contractor of Contractor's obligations under this Agreement or for deficient or defective work discovered after payment.

ARTICLE 3 TERMINATION OF AGREEMENT; SUSPENSION OF SERVICES.

Section 3.1 Grounds for Termination. This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party, with or without cause, may terminate this Agreement by notifying the other Party in writing at least 30 days before the effective date of termination.

Section 3.2 Additional Grounds for Termination. Despite any contrary provisions in this Agreement, FCSS, at its sole option and discretion, may terminate this Agreement during the Contract Term pursuant to any of the following by notifying Contractor in writing:

3.2.1 Conviction or Criminal Proceeding Involving Serious or Violent Felony. This Agreement shall terminate effective immediately if Contractor provides any Contractor Staff who is convicted or has a pending criminal proceeding for a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).

3.2.2 Non-Allocation of or Insufficient Allocated Funds. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if FCSS or the Fresno County Board of Education, and/or other government agencies and/or grant or funding entities from whom FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all funds to pay for this Agreement, fail to or determine not to appropriate or allocate funds for future payments under this Agreement, or fail to determine not to allocate funds in an amount sufficient to make future payments under this Agreement.

3.2.3 License, Certification, or Permit. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if Contractor must be licensed, certified, and/or hold any certain permit in order to perform the Services, and such license, certification, and/or permit has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.

3.2.4 Unauthorized Assignment or Transfer. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if Contractor assigns or transfers this Agreement in breach of Section 7.6.

Section 3.3 Rights and Obligations Upon Termination. Upon termination of this Agreement, Contractor shall be paid only for Services that Contractor performed in accordance with this Agreement before the effective date of termination, and for which Contractor has submitted an invoice and documentation as required by FCSS. FCSS is not obligated to pay Contractor for any Services that Contractor has not performed or has not performed in accordance with this Agreement, and FCSS shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

Section 3.4 Force Majeure. A Party shall not be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay and the Party seeking relief has notified the other Party in writing of the occurrence of the Force Majeure Event, except that a failure to pay the Contract Amount shall not be excused by any Force Majeure Event where Contractor has performed the Services in accordance with this Agreement. A "Force Majeure Event" shall mean events or circumstances that are beyond a Party's reasonable control and occurring without that Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

Section 3.5 Suspension of Services. Despite any provisions to the contrary in this Agreement, FCSS shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term upon written notice provided to Contractor at least 10 business days before the suspension, delay, or interruption begins, and stating the beginning date and ending date of the suspension, delay, or interruption (“Suspension Period”). Unless the Parties agree in writing otherwise, the following shall apply upon FCSS’ exercise of its right under this Section: (1) Contractor shall not be entitled to any damages or compensation relating to, resulting from, or arising out of FCSS’ exercise of its right under this Section or the Suspension Period; (2) Contractor shall resume performance of the Services on the next business day following the ending date of the Suspension Period; and (3) the Contract Term shall remain the same.

ARTICLE 4 INSURANCE.

Section 4.1 Required Insurance. Contractor, at its sole cost and throughout the Contract Term, shall procure and maintain in effect each insurance designated as required in F.2 on the Cover Page and described below. All required insurance, and if self-insurance will be provided, must contain coverage that comply, at a minimum, with the following requirements:

- 4.1.1 Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 for property damage, bodily injury, and personal injury. This insurance shall: (A) name the Fresno County Superintendent of Schools, the Fresno County Board of Education, and their officers, employees, agents and volunteers as an additional insured, and (B) state that FCSS’ insurance coverage is excess of Contractor’s insurance coverage and will not contribute with Contractor’s insurance as to any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney’s fees and costs, relating to this Agreement and resulting from, arising out of, or caused by Contractor or its governing body, officers, employees, and/or agents.
- 4.1.2 Workers’ compensation insurance and employer’s liability insurance with limits of not less than \$1,000,000 or as required by California laws, whichever is greater.
- 4.1.3 Commercial automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

Section 4.2 Proof of Insurance. Contractor shall provide proof of the required insurance, including all required endorsements, to FCSS before commencing any Services. If the required insurance is provided through insurer(s), the following shall apply: (1) the insurance shall be endorsed to require that each insurer mail a written notice to FCSS no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of the insurance; (2) upon FCSS’ request, Contractor shall provide FCSS with a certified copy or other proof satisfactory to FCSS of the insurance; and (3) Contractor shall provide FCSS with proof of renewal of the insurance, including all required endorsements, as soon as Contractor receives them from the insurer(s) but no later than 15 days after the insurance expires.

ARTICLE 5 INDEMNITY. Except as specifically stated otherwise in this Agreement, each Party’s indemnity, defense, and hold harmless obligations to the other Party under this Agreement are as follows: (A) a Party (“Indemnitor”) shall indemnify and hold harmless the other Party (“Indemnitee”) to the full extent permitted by California laws for any Loss (excluding attorney’s fees and litigation costs that the Indemnitee or a Third Party incurred or paid related to the Loss) sustained by the Indemnitee or a Third Party only in proportion to the Indemnitor’s liability based on the determination of a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction, whichever determination is final; and (B) each Party shall defend and pay for all of its attorney’s fees and litigation costs related to any Claim or Loss without any right to indemnity and/or hold harmless of such fees and costs, or any right to defense, from the other Party. A Party who intends to seek or seeks indemnity and/or hold harmless of any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party’s obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws.

“Claim” means any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, and/or proceedings arising out of, resulting from, or related to this Agreement where there has been no final determination of liability by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction. “Loss” means any bodily injury, property damage, personal injury, advertising injury, liability, loss, judgment, expense, and/or cost arising out of, resulting from, or relating to this Agreement and for which there has been a final determination by a governmental entity with jurisdiction to make such a determination or a court of competent jurisdiction that a Party is or both Parties are liable. “Third Party” means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with, whether directly or through a subcontract of any level, or otherwise retained by a Party to act for or on the Party’s behalf. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 6 DISPUTE RESOLUTION. The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement. During any dispute, FCSS’ decision, for the time being, shall prevail, and Contractor shall perform this Agreement as directed by FCSS without prejudice to a final determination of the dispute. During a dispute regarding payment under this Agreement, FCSS shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, FCSS shall pay such amount to Contractor within 30 days of the final determination. Except for an action to obtain injunctive relieve to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Agreement until after compliance with this Article.

ARTICLE 7 GENERAL PROVISIONS.

Section 7.1 Entire Agreement, Amendment, and Severability. This Agreement constitutes, and is a complete and exclusive statement of, the Parties’ agreement pursuant to Code of Civil Procedure section 1856. This Agreement shall be amended or modified only by a writing executed by the Parties. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement, and the remaining provisions shall be construed to preserve the Parties’ intent and purpose in this Agreement.

Section 7.2 Applicable Law, Venue, and Interpretation. This Agreement is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California’s conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in the appropriate state or federal court in Fresno County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by FCSS.

Section 7.3 Execution by Facsimile and in Counterparts. The Parties may sign this Agreement in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

Section 7.4 Independent Contractor. Contractor is retained as an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of FCSS. This Agreement shall not be construed to create an agency relationship, partnership, or joint venture between the Parties.

Section 7.5 Notices. Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail and transmitted by facsimile or e-mail; and, *if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to:* Lead Legal Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

Section 7.6 Assignment, Transfer and Waiver. Contractor shall not assign or transfer any of Contractor's rights or obligations under this Agreement, including by operation of law or change of control or merger, without FCSS' prior written consent. Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition runs.

SERVICE SCHEDULE NO. 1
To Service Provider Agreement: FRESH After School Partnership Program

Contractor: 1

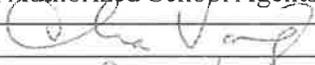
“School District”: Fresno Unified

“School Site” and Address: Burroughs ES 166 N. Sierra Vista Ave. Fresno, CA 93702

Item No.	Description of Services to be Provided by Contractor	Date(s) and Times Services are to be Provided	Address of Location(s) if Services Are Not Provided on above School Site	Amount of Compensation for Service	Payment Schedule (state when payment to be made and amount of each payment)
1	After School Science Program will provide 30 Informal Science sessions to instruct and coordinate informal science for the students enrolled in the after school program K-6	10/13/14- 6/13/14 Mondays 3:00pm-5:00pm		\$4,620.00	Payments made quarterly Q1 \$1,540.00 Q2 \$1,540.00 Q3 \$1,540.00
2	After School Science Program will provide the excursion for students chosen by the program. Students will understand the law of physics through the interpretation of ice skaters jumps and rotating. The trip cost will include staffing and applicable entry fees. Date subject to change.	October 29, 2014 6:00pm-10:00pm	Fresno, CA	\$2,517.00	Upon Completion
3	This education program is based around science and history, including the dinosaurs, the world in which they lived, our students will have an insight into the life and times of the dinosaurs and their environments throughout the Triassic, Jurassic and Cretaceous Periods. Date subject to change.	December 4, 2014 6:00pm-10:00pm	Fresno, CA	\$3,245.00	Upon Completion
4	After School Science Program will provide 1 Family Science Night. The students and parents participate together and demonstrate their love of science by exploring through hands on activities. Date subject to change.	March 20, 2015 4:00pm-7:00pm		1,732.50	Upon Completion

5	Project Survivals Cat Haven is an innovated park dedicated to the preservation of wild cats. It specializes in education and is engaged in both captive and range country conservation of cats in their native habitat, which makes the work of the Cat Haven especially meaningful. The facility is not a rescue organization. The wild cats that come here are chosen carefully for their contributions to education and conservation.	May 6,13,20,27 June 3 2:00pm- 5:30pm	38257 E. Kings Canyon Rd. Dunlap, CA. 93621	\$4,125.00	Upon Completion
6	After School Science Program emphasizes an inquiry-based, experiential approach to learning that integrates curricular areas. Participants participate in hands-on activities and field studies that develop critical thinking and problem solving skills and utilize a variety of learning styles. The Program also addresses critical environmental issues facing Californians focusing on California Water Resources.	June 4, 5 2015 1:00pm-5:30pm	San Joaquin River	\$4,400.00	Upon Completion
“Service Schedule Amount” (sum of all Amounts of Compensation for Services):					\$20,639.50

The undersigned, being the authorized agent of School District and the School Site (“School Authorized Agent”), hereby approve the above-stated Services, Service Schedule Amount, and all terms and conditions in this Service Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Service Schedule.

By: 
 Print Name: Cha Vang
 Title: Principal
 Date: 9/23/14

By: _____
 Print Name: _____
 Title: _____
 Date: _____

SERVICE SCHEDULE NO. 2
To Service Provider Agreement: FRESH After School Partnership Program

Contractor: 1

“School District”: Fresno Unified

“School Site” and Address: Wilson Elementary 2131 W. Ashlan Fresno, CA 93705

Item No.	Description of Services to be Provided by Contractor	Date(s) and Times Services are to be Provided	Address of Location(s) if Services Are Not Provided on above School Site	Amount of Compensation for Service	Payment Schedule (state when payment to be made and amount of each payment)
1	After School Science Program will provide 30 Informal Science sessions to instruct and coordinate informal science for the students enrolled in the after school program K-6	10/13/14- 6/13/15 Mondays and Wednesdays 3:00pm-5:00pm		\$5,115.00	Payments made quarterly Q1 \$1,540.00 Q2 \$1,540.00 Q3 \$1,540.00
2	After School Science Program will provide the excursion for students chosen by the program. Students will understand the law of physics through the interpretation of ice skaters jumps and rotating. The trip cost will include staffing and applicable entry fees. Date subject to change.	October 30, 2014 6:00pm-10:00pm	Fresno, CA	2,517.00	Upon Completion
3	Incorporating magic into the educational format aids in the retention of the educational information and of the stewardship message of reduce, reuse and recycle. The magician borrows his powers from nature, water, fire, air, and earth are used to educate and tell the story of our planet in a magical performance. The ultimate outcome of the program is to excite students about science and educate communities about their resources-water, air, energy.	November 13, 2014 3:45pm-4:45pm		330.00	Upon Completion
4	This education program is based around science and history, including the dinosaurs, the world in which they lived, our students will have an insight into the	December 6, 2014 10:00am-2:00pm	Fresno, CA	3,245.00	Upon Completion

	environments throughout the Triassic, Jurassic and Cretaceous Periods. Date subject to change.				
5	A one hour power point presentation, with a live cheetah named Tango. The presenter will give an overview of his own work in the field of raising cats. He gives detailed information about cheetahs and their lifestyles and how they are in the process of saving them from being endangered.	February 10, 2015 3:45pm-4:45pm		550.00	Upon Completion
6	Project Survivals Cat Haven is an innovated park dedicated to the preservation of wild cats. It specializes in education and is engaged in both captive and range country conservation of cats in their native habitat, which makes the work of the Cat Haven especially meaningful. The facility is not a rescue organization. The wild cats that come here are chosen carefully for their contributions to education and conservation.	March 17, 24, 2015 2:30pm-5:30pm	Dunlap, CA	1,650.00	Upon Completion
7	After School Science Program will provide a one hour presentation by Master falconer and naturalist-educator Cat Krosschell, of Fresno. She is accompanied by a live peregrine falcon, a red-tailed hawk and a great horned owl. Date is subject to change.	April 16, 2015 3:45pm-4:45pm		522.50	Upon Completion
“Service Schedule Amount” (sum of all Amounts of Compensation for Services):				\$13,929.50	

The undersigned, being the authorized agent of School District and the School Site (“School Authorized Agent”), hereby approve the above-stated Services, Service Schedule Amount, and all terms and conditions in this Service Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Service Schedule.

By: Kelley Rose
 Print Name: Kelley Rose
 Title: Principal
 Date: 9-23-14

By: _____
 Print Name: _____
 Title: _____
 Date: _____