



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# \_\_\_\_\_

**Meeting Date:** September 19, 2013

**Subject:** **Approval of Grants, Entitlements, and Other Income Agreements**  
**Ratification of Other Agreements**  
**Approval of Bid Awards**  
**Approval of Declared Surplus Materials and Equipment**  
**Change Notices**  
**Notices of Completion**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Learning Support Unit/Department:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment

<b>Estimated Time of Presentation:</b> N/A
<b>Submitted by:</b> Ken A. Forrest, Chief Business Officer Kimberly Teague, Contract Specialist
<b>Approved by:</b> Jonathan P. Raymond, Superintendent

**GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>ACCOUNTABILITY OFFICE</u></b>		
A14-00141 California Department of Education	3/1/12 – 9/30/13: School Improvement Grant, Cohort 2. Oak Ridge Elementary School was awarded a three-year School Improvement Grant (SIG). This grant is year two funding. The School Improvement Grant will allow Oak Ridge to expand the school day by 45 minutes, increasing time spent in core academics, student enrichment and teacher planning/collaboration. The grant will enhance all aspects of Oak Ridge’s transformation efforts, which are aligned with the core principals and beliefs of the SIG Turnaround Model.	\$1,330,377 No Match

**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>BUSINESS SERVICES</u></b>		
SA14-00162 DLW Consulting	9/3/13 – 6/30/14: Assist in the implementation of additional business software and systems as deemed necessary to support improved business operations, information transparency, and operational effectiveness. Systems include, but are not limited to: Budget, Work Order system to handle customer service requests, Improvements to Sub Finder System, Position Control, Automated Pay Advice, Retiree Insurance System.  <u>Strategic Plan:</u> Aligns with Pillar III, Organizational Transformation, by improving processes and systems that focus on results and continuous improvement.	\$295,000 Measure Q Funds

**COMPENSATION AND RISK MANAGEMENT**

SA14-00127 Benefit & Risk Management Services	7/1/13 – 6/30/14: Online administration system for billing, reconciliation, and benefit costs tracking, including retiree benefits administration, over-age dependent tracking, Consolidated Omnibus Budget Reconciliation Act (COBRA), and self-funded plan for CalPERS retiree benefits reimbursement.  <u>Strategic Plan:</u> Aligns with Pillar III, Organizational Transformation, by providing cost containment activities in the area of health benefits, and supports continuous improvement in alignment with organizational transformation.	\$154,000 General Funds
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**YOUTH DEVELOPMENT**

SA14-00104  
City of Sacramento,  
START Program

8/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at Abraham Lincoln, Bret Harte, David Lubin, Elder Creek, Ethel Phillips, Golden Empire, Hollywood Park, Hubert Bancroft, James Marshall, John Cabrillo, Mark Twain, O.W. Erlewine, Parkway, Peter Burnett, Pony Express, Susan B. Anthony, Tahoe, and Theodore Judah Elementary Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children’s education.

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

\$2,558,370  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds

SA14-00105  
Boys & Girls Club of  
Greater Sacramento

8/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century before and after school programs at Edward Kemble, Ethel I. Baker, Leataata Floyd and Pacific Elementary Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children’s education.

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

\$476,534  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds  
(\$95,107 In Kind Match)

SA14-00106  
New Hope Community  
Development Corp.

8/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at Sol Aureus College Preparatory Independent Charter School and William Land Elementary School during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children’s education.

\$128,106  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds  
(\$25,621 In Kind Match)

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA14-00107  
City of Sacramento,  
PASSAGES Program

7/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at John Still and Sam Brannan Middle Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children’s education.

\$105,000  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds  
(\$21,000 In Kind Match)

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA14-00108  
Roberts Family  
Development Center

8/1/13 – 8/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs in the Marina Vista and Meadow Glen Community areas that service Cesar Chavez, Edward Kemble, John Sloat, John Still and Leataata Floyd Elementary Schools, during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children’s education.

\$144,249  
After School  
Education and Safety  
Funds  
(\$28,850 In-Kind Match)

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA14-00120  
Target Excellence

8/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at Cesar Chavez, Ethel I. Baker and John Sloat Elementary Schools; Rosa Parks K-8 School; Albert Einstein Middle School and American Legion High School. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State

\$703,828  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds  
(\$140,766 In Kind  
Match)



content standards, and provide opportunities for parents to actively participate in their children's education.

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA14-00121  
Center for Fathers and Families

8/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at H.W. Harkness, Isador Cohen and Father Keith B. Kenny Elementary/K-8 Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$362,350  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds  
(\$72,470 In Kind Match)

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA14-00122  
Sacramento Chinese  
Community Service  
Center

8/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century before and after school programs at A.M. Winn, Camellia Basic, Caroline Wenzel, Earl Warren, John Bidwell, John Still K-8, Martin L. King, Jr., Nicholas and Woodbine Elementary Schools; California and Will C. Wood Middle Schools; and C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank and Rosemont High Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$2,079,988  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds  
(\$415,998 In Kind  
Match)

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA14-00153  
Think Together

8/1/13 – 6/30/14: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at William Land and Kit Carson Middle School during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$299,522  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds  
(\$59,904 In Kind Match)

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA14-00168  
City Year, Sacramento

8/30/13 – 6/30/14: Continuation of implementation of City Year's Whole School, Whole Child Model at Leataata Floyd, Father Keith B. Kenny, Oak Ridge, Rosa Parks and Fern Bacon schools; focusing on outcomes in three key areas: attendance, behavior and course performance in English and Math. City Year will place fifty AmeriCorps (City Corps) near-peer members, ages 17-24, to serve in these schools throughout the school day (before, during and after school).

\$600,000  
Title I and After-  
School Education and  
Safety Funds  
(\$120,000 In-kind  
match)

Teams of approximately ten trained young adults, on each campus, collaborate with teachers and administrators to work within the classroom and personalize the learning environment for off-track students, by providing research based literacy interventions designed to help students meet academic standards. In addition, Corps members serve to help improve student attendance and behavior through attendance monitoring and incentives, positive behavior support, and school wide programs and events.

City Year will also work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After-School Education and Safety (ASES) after-school programs at the abovementioned schools throughout the school year.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing students with a relevant, rigorous and well-rounded education. Supports Pillar II, Family and Community Engagement by engaging students, parents and families into schools and collaboration with community based organizations to support students during the school day and in out-of-school time learning.



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## SERVICES AGREEMENT

**Date:** September 3, 2013 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and DLW Consulting, LLC, (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 47<sup>th</sup> 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"):

- Contractor will provide oversight of re-implementation of all business software - Escape and other components.
- Contractor will work with Escape to develop project milestones and then monitor progress towards the re-implementation.
- Contractor will assist in the development of interfaces to other software with Escape.
- Contractor will assist in the development of appropriate month end and year-end procedures.
- Contractor will assist in the development of appropriate month end reporting.
- Contractor will assist in the development of adequate in house capabilities for Ad Hoc reporting.

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- Contractor will assist in moving to a paperless work environment.
  - Contractor will assist in the implementation of increased Escape functionality.
  - Contractor will lead the efforts of automating such processes as:
    - Requisition approval
    - Position Control
    - Employee Expense Reimbursement
    - Travel Reimbursement
  - Contractor will do an analysis of current business processes and make recommendations on how to align business processes to available software functionality to maximize employee and District effectiveness.
  - Contractor will provide appropriate documentation of new business processes.
  - Contractor will assist in the implementation of additional business software and systems as deemed necessary to support improved business operations, information transparency, and operational effectiveness. Systems include but are not limited to:
    - Budget
    - Work order system to handle customer service requests.
    - Work order system to automate the Uniform Complaint procedures.
    - Onboarding.
    - Improvements to the Substitute system.
    - Implementation of an online time entry system.
    - Talent management.
    - Professional learning systems.
    - Automated evaluation systems.
    - Position control system.
    - Business Intelligence.
    - Automated pay advice.
    - Benefit/Employee portal.
    - Online Open Benefit Enrollment
    - Retiree Insurance system.
    - School/Department budget system.
    - SharePoint Services
    - Implementation of web-based print shop interface
  - Contractor will provide assistance based on experience with Infinite Campus on the implementation of all components of the new Student Information System.
  - Contractor will provide mentoring support to existing IT administrators.
  - Contractor will provide assistance in the roll out of the SBAC testing devices if requested and the development of the network and wireless devices.
  - Contractor will provide IT audit services as requested by the Chief Business Official.
  - Contractor will be responsible for developing Professional Development and training to allow staff and public to effectively utilize all system enhancements and improvements.

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## ARTICLE 2. TERM

This Agreement shall commence on October 1, 2013 and continue through September 30, 2014 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: \$90 per hour for all services performed remotely; \$140 per hour for all services performed on-site as may be requested by the District, not to exceed \$295,000 during the first year of the contract. District shall not pay travel and other expenses. If services continue beyond one year, the rates shall adjust in the second year to \$95 per hour for all services performed remotely and \$150 per hour for all services performed on-site, not to exceed \$312,000 during the second year. If services continue beyond two years, the rates shall adjust in the third year to \$100 per hour for all services performed remotely and \$160 per hour for all services performed on-site, not to exceed \$333,000 during the third year.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Ken A. Forrest, Chief Business Officer, Sacramento City Unified School District, PO 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, licenses and fees 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

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completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

### **ARTICLE 6. INDEPENDENT CONTRACTOR**

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

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

### **ARTICLE 7. FINGERPRINTING REQUIREMENTS**

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement may 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 fingerprint 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.

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

### **ARTICLE 9. INSURANCE**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

### **ARTICLE 10. TERMINATION**

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

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

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

### **ARTICLE 11. ASSIGNMENT**

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

### **ARTICLE 12. NOTICES**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or



certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
PO Box 246870  
Sacramento CA 95824-6870  
Attn: Ken A. Forrest

Contractor:  
DLW Consulting, LLC  
1809 Feltleaf Ct.  
Fort Collins, CO 80528  
Attn: David Williamson

### **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**

**DLW CONSULTING, LLC**

By: \_\_\_\_\_  
Ken A Forrest  
Chief Business Officer

By: \_\_\_\_\_  
David Williamson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**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.

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Authorized Signature of Contractor

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Date

---

Printed Name/Title

**MASTER SERVICE AGREEMENT**

This Cover Page, including the Summary of Basic Terms below, together with the attached General Terms and Conditions and the Schedules thereto (the "Terms"), set forth the entire agreement of the parties with respect to services to be provided by Benefit and Risk Management Services, Inc. ("BRMS") to below-named Employer (this "Agreement").

**Summary of Basic Terms**

Any capitalized terms not defined in this Cover Page shall have the meaning ascribed to them in the Terms in the attached General Terms and Conditions, unless the context clearly establishes a different meaning.

**Employer:** Sacramento City Unified School District

**Service Effective Date:** July 1<sup>st</sup>, 2013

**Covered Plans in Vbas:** Medical, Dental, Vision, Group Life, Voluntary Life, Medical Rebate, Supplemental Vision, Pharmacy, Healthcare & Dependent Care FSA

<b>Description of Third Party Administration Services (check all that apply):</b>			
Plan Administration Services	<input type="checkbox"/>	Vbas Software License	<input checked="" type="checkbox"/>
Medical Claims Administration	<input type="checkbox"/>	COBRA Administration	<input checked="" type="checkbox"/>
Dental Claims Administration	<input type="checkbox"/>	Retiree Billing/Reimbursement Administration	<input checked="" type="checkbox"/>
Vision Claims Administration	<input type="checkbox"/>		<input type="checkbox"/>
Medical Management	<input type="checkbox"/>		<input type="checkbox"/>

**Compensation:** As set forth in the applicable Exhibit A.

**Employer Primary Contact (Name, Phone Number):** Michelle DuPaty -- Phone: 916-643-9064

NOW, THEREFORE, intending to be bound, the parties have executed this Agreement by and through their authorized representatives as set forth below:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BENEFIT & RISK MANAGEMENT SERVICES, INC.

Date: 7/23/13

Date: 7/23/13

By: Ken A Foster

By: Matthew A. Schafer

Printed Name: Ken A Foster

Printed Name: Matthew A. Schafer

Title: CBO

Title: Chief Executive Officer

Address: 5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

Address: 80 Iron Point Circle, Suite 200  
Folsom, California 95630

**MASTER SERVICE AGREEMENT**

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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**BENEFIT & RISK MANAGEMENT SERVICES, INC.**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Matthew A. Schafer

Title: \_\_\_\_\_

Title: Chief Executive Officer

Address: 5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

Address: 80 Iron Point Circle, Suite 200  
Folsom, California 95630

## GENERAL TERMS AND CONDITIONS

Employer hereby engages Benefit & Risk Management Services, Inc. ("BRMS") and BRMS hereby accepts such engagement by Employer to perform the Services to be provided under this Agreement. BRMS is hereby authorized to do all things necessary to carry out the terms, purposes and conditions of this Agreement and to perform the Services. In connection with the execution of this Agreement or subsequent thereto, the parties may mutually execute Schedules describing additional or complimentary Services to those described in these Terms. Such Schedules are hereby incorporated into this Agreement and made part of this Agreement as though fully set forth herein.

These Terms and Conditions (these "Terms") are made as of the Effective Date by and between BRMS and the Employer indicated on the attached Summary of Basic Terms in the Cover Page (the "Summary"). Any capitalized terms not defined in these Terms shall have the meaning ascribed to them in the Summary.

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the capitalized terms in this Section will have the meanings ascribed to them below.
  - 1.1 "Administrator" means the person, corporation or organization, including, Employer, appointed from time to time by Employer, who is responsible for the day-to-day functions and management of the Plan. The Administrator is Employer, or third party appointed by Employer unless BRMS has expressly undertaken the role of Administrator as part of the Services.
  - 1.2 "Claim" means a request by a Covered Person to receive benefits under the Plan.
  - 1.3 "Claimant" means an individual who makes a Claim.
  - 1.4 "COBRA" means the Consolidated Omnibus Budget Reduction Act of 1985 and any amendments thereto.
  - 1.5 "Continuation Coverage" means the continued group health care coverage required by COBRA as to employers employing greater than a designated number of persons.
  - 1.6 "Covered Person" means any employee or dependent entitled to benefits under the terms of the Plan.
  - 1.7 "Effective Date" means the effective date of this Agreement as set forth in the Summary.
  - 1.8 "Employees" means all employees of Employer as defined under the terms of the Plan.
  - 1.9 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated there under.
  - 1.10 "Funds" means any and all assets and earnings of the Plan.
  - 1.11 "HIPAA" means the federal Health Insurance Portability and Accountability Act of 1996 and any amendments thereto.
  - 1.12 "Plan(s)" means any of the insurance benefits programs arranged by Employer and listed on the Summary, as they may be amended or modified in writing from time to time.
  - 1.13 "Premium Trust Account" means the account into which premiums are deposited for the Plan.
  - 1.14 "Qualified Beneficiaries" means any individual who, one (1) day before the occurrence of a Qualifying Event (as defined below) is covered under the Plan in one of the following capacities: (i) Spouse of the covered Employee; (ii) dependent child of the covered Employee; (iii) retired Employee; or (iv) self-employed individual, independent contractor or corporate director.
  - 1.15 "Qualifying Event" means a loss or reduction of group health plan coverage due to: (i) death of an Employee; (ii) voluntary or involuntary termination of employment of an Employee (other than for gross misconduct); (iii) divorce of an Employee; (iv) reduction in the hours of an Employee; (v) entitlement of an Employee to Medicare coverage; (vi) dependent child ceasing to

be dependent child under the terms and conditions of the Plan; or (vii) Employer's filing of a Chapter 11 bankruptcy petition (or such other events listed in Section 4980B of the Code).

1.16 "Schedule" means an addendum, exhibit or other attachment to this Agreement which references this Agreement and describes particular Services to be provided by BRMS to Employer.

1.17 "Services" means the services to be provided by BRMS to or on behalf of Employer as described in this Agreement, including the Schedules hereto.

2. **Plan Administration Services.** With respect to the administration of the Plan, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:

2.1 **Documents and Forms.** BRMS shall design, prepare and cause to be printed and supplied to Employer the documents and forms which are necessary for the administration of the Plan. Any expense incurred in the printing of such documents and forms (including plan booklets and summary plan descriptions) shall be an expense of the Plan.

2.2 **File Maintenance.** Utilizing information provided by Employer, BRMS shall establish and maintain (i) eligibility files based upon the information provided by Employer and (ii) records of all participating Employees and their dependents (including retirees, COBRA participants and the student status of dependents if such services are elected by Employer) in accordance with the Plan.

2.3 **Eligibility Processing.** With respect to eligibility for participation in the Plan, BRMS shall have the following responsibilities:

(a) BRMS shall communicate eligibility for the Plan to Employees who have elected to receive benefits from such Plan. Such communication may include electronic transfer of data, faxing or mailing of enrollment forms or copies of enrollment forms, electronic-mail of pertinent eligibility information and / or telephone communications. It is noted that the communication of eligibility may at times require research and resolution of discrepancies, including reconciliation of monthly reports and bills with carrier information and other auditing tools as required.

(b) BRMS shall maintain Employee eligibility under groups, divisions or branches using a separate location status identifier, provided each such group, division, or branch is provided to BRMS by Employer.

(c) BRMS shall follow any guidelines or limitations of the Plan, provided such guidelines or limitations have been provided to BRMS by Employer. Examples of such guidelines and limitations are: eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change guidelines.

(d) BRMS shall furnish the eligibility and payment information to Employer for auditing purposes upon the request of Employer.

2.4 **Government Reports.** Upon request, BRMS will provide to Employer data regarding disbursements for administrative charges and other expenses of the Plan necessary for Employer's preparation of reports, tax returns, statements or other documents required to be filed by Employer with any local political subdivision, state government or federal government, including, all reports required to be filed pursuant to ERISA. However, Employer shall be solely responsible for the preparation and filing of any annual reports required by ERISA (including on IRS Form 5500) and BRMS shall not be responsible for the preparation and filing of such annual reports, unless BRMS specifically assumes such responsibility in a written agreement.

- 2.5 Premium Trust Account. Upon request, BRMS will provide assistance to Employer in Employer's efforts to develop an accounting policy for the Premium Trust Account designed to make contributions to the Premium Trust Account to insure that sufficient funds are available to meet the obligations of the Plan. It shall be the responsibility of Employer to determine if changes in the accounting policies for the Premium Trust Account are needed and/or appropriate.
- 2.6 Not Administrator. It is understood that BRMS is not and will not be treated as the Administrator or sponsor of any Plan for ERISA and all other purposes. BRMS is not a provider of health care services or benefits. Except as specifically set forth in this Agreement, BRMS shall have no responsibility or liability to any person for premiums of any Plan, or for payment of premiums or costs for any Plan provided by a third party.
- 2.7 Medical Expense Audits. BRMS, with notice to Employer, shall be authorized to incur expenses to validate the charges of medical providers, including hospitals. BRMS may hire a third party medical expense auditor in connection with such validation. The cost of auditing the charges of medical suppliers under this Section shall be deemed an expense of the Plan. These costs will be applied toward any stop-loss provision of the Plan.
- 2.8 Access to Eligibility Data. BRMS agrees to allow and provide Employer complete and total access to Covered Person's eligibility data for the purpose of providing consulting assistance and customer service functions. Any and all available reports requested by Employer's designated agent shall be provided in a timely manner and in accordance with applicable state and federal privacy regulations.
- 2.9 Audit. Should the Plan be the subject of a Department of Labor audit or any audit or investigation by any federal or state government or any agency thereof, BRMS is specifically authorized by Employer to cooperate with any such audit or investigation.
- 2.10 Record Keeping.
- (a) Plan Record Availability. BRMS will make copies of any Plan records and documents in its possession available to Employer upon request. Alternatively, BRMS shall permit authorized representatives of Employer, at reasonable times, to have access to, examine, and make copies of, such records and documents, at Employer's expense.
  - (b) Third Party Requests. Should copies of Plan records or documents be requested by any Employee, Covered Persons, court or governmental agency, BRMS will notify Employer of the request.
  - (c) Duplicating Charges. BRMS reserves the right, in its sole and absolute discretion, to condition the making of any copies on its advance receipt of its customary copying charges. Notwithstanding any of the foregoing, any examination or copying of any Covered Persons' records shall be carried out in accordance with applicable law.
  - (d) Record Retention. Upon the termination of this Agreement, BRMS shall have the option of retaining its copies of such records and documents for a period of three (3) years, or delivering them to Employer. In no event will BRMS intentionally destroy its copies of any Plan records or documents without first notifying Employer by regular mail, sent to Employer's last known address, and providing Employer at least thirty (30) days within which to request that such copies be delivered to Employer at Employer's cost.
3. Claims Administration Services. With respect to the administration, processing and payment of Claims, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
- 3.1 Claim Receipt. BRMS shall accept any Claim from Employer which shall be made in the manner prescribed by the Plan and upon the form or forms provided or approved by BRMS.

- 3.2 Eligibility Determination. BRMS shall determine eligibility of a Claim for the payment of benefits including, as necessary and in the sole discretion of BRMS, investigation and verification of any statements contained in the Claim.
  - 3.3 Claim Payment. BRMS shall make payment from the Funds for Claims payable according to the Plan. Where authorized by the Plan, BRMS may make such payments to: (i) the Employee on behalf of a dependent, or (ii) to any physician, hospital, nurse or other medical supplier providing services to or on behalf of any Covered Person if there is an assignment of benefits executed by such Covered Person.
  - 3.4 Claim Processing. BRMS shall complete Claim processing, determination and payment within a reasonable time of receipt of the Claim, taking into consideration of the timing and volume of Claims submitted and the factors reasonably affecting the ability of BRMS to process Claims.
  - 3.5 Inadequate Funds. In the event that Funds adequate to allow payment of one or more Claims shall not be made available by the Plan at the time payment is due, BRMS shall have no responsibility to make any payment with regard to such Claims unless and until sufficient funds are made available.
  - 3.6 Monthly Reporting. Within thirty (30) days after the last day of each calendar month, BRMS shall send Employer a written report setting forth all disbursements of Funds made by BRMS in payment of Claims during the preceding calendar month. The report shall include a separate statement indicating payments made to or on behalf of dependents (as defined by the Plan) of Employees during the same month.
  - 3.7 Claim Denial. BRMS may deny any Claim if BRMS determines that such Claim or Claimant is not eligible for benefits under the Plan and/or any guidelines provided by Employer. In the event of a denial of any Claim, BRMS shall provide written notice to the Claimant setting forth the specific reason or reasons for such denial, including such other information as is required by the Plan to be provided, with a copy of such notice to the representative of Employer designated to receive such notices. A Claimant whose Claim has been denied shall be afforded any rights of appeal or other review process provided under the terms and conditions of the Plan or applicable law.
  - 3.8 Claim Compromise. Upon direction of Employer, BRMS shall compromise and adjust any disputed Claim or application for benefits previously denied. However, any Claim so compromised or adjusted upon the direction of Employer may be considered as paid outside the coverage of the applicable excess risk policy of insurance and shall be the sole responsibility of Employer.
4. COBRA Administration. With respect to the administration and processing of COBRA claims (including assisting Employer in the determination of the eligibility of applicants for COBRA coverage), if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
- 4.1 Initial COBRA Notification. BRMS shall provide the appropriate initial COBRA notification to covered Employees and dependent spouses in accordance with the requirements of COBRA.
  - 4.2 Qualifying Event Notification. BRMS shall, upon notification from Employer of the occurrence of a Qualifying Event, promptly notify Qualified Beneficiaries of their right to continuation coverage under COBRA in accordance with the requirements of COBRA.
  - 4.3 Monthly Reporting. BRMS shall, upon receipt of a response from an Employee selecting continuation coverage under COBRA, provide the following to Employer: (i) a monthly bill or coupon booklet directed to the recipient of continuation coverage to be used to remit payments of premium; (ii) receipt and accounting for premium payments; (iii) remittance of COBRA premiums received to Employer or the appropriate carriers and/or third party vendor; (iv) notice of termination of continuation coverage for nonpayment of premium, termination of coverage



due to end of coverage period under COBRA, or termination of coverage for any reason permitted under COBRA.

- 4.4 Termination Notice. BRMS shall provide notice of termination of continuation coverage to the applicable Employee or other covered individual for nonpayment of premium, due to end of coverage period under COBRA, or for any reason permitted under COBRA
- 4.5 Benefits Payment. The source of payment of COBRA benefits payable under the terms of the Plan shall be contributions made by Employees. Expenses of administration of the Plan shall be paid from contributions made by Employer on behalf of eligible participating Employees and contributions made by eligible participating Employees, if any.
- 4.6 Premium Payment. Employer understands and agrees that COBRA regulations do not require Employer to provide participants with a monthly bill statement or payment coupon after initial enrollment by the COBRA participant and that it is the responsibility of the participant to pay their COBRA premiums when due regardless whether or not they receive a bill statement or payment coupon.
- 4.7 File Maintenance. BRMS shall maintain Employer's COBRA eligibility files and related records of all Employees and their dependents participating in COBRA in accordance with the Plan.
- 4.8 Premium Fee. BRMS is hereby authorized to assess, collect and retain an administrative fee to be invoiced with the COBRA premium payments received by BRMS from COBRA participants. This administration fee charged to the COBRA participant by BRMS will not exceed the legal maximum. The administration fee charged to the COBRA participant will be retained by BRMS to offset administrative charges that would otherwise be borne by Employer.
- 4.9 Application Acceptance. To accept any application for benefits under COBRA from Employer made in the manner and on forms acceptable to BRMS.
- 4.10 Eligibility Determination. To assist Employer in the determination of eligibility for COBRA benefits payable under the terms of the Plan and to investigate and verify any statements contained in the application for benefits that, in BRMS' sole opinion, require additional information for verification. With respect to the requirements of continued eligibility of dependent children, BRMS shall have the following responsibilities:
  - (a) BRMS shall request verification of student status two (2) times per year by notifying appropriate Covered Persons of their obligation to provide proof of student status for identified dependents upon request from BRMS.
  - (b) BRMS shall provide Employer with a written monthly report of those dependents who have exceeded the maximum age limit within the terms of the Plan and terminate identified dependents unless or until BRMS has or receives documentation identifying that said dependent is disabled.
- 4.11 Eligibility Notice. To communicate COBRA eligibility under the Plan to those Employees who have elected to receive COBRA benefits from such Plan.
- 4.12 Claims Payment. To pay Claims from Funds contributed by the Employees through the payment of COBRA premiums provided, however, that, in the event COBRA premium payments submitted by the Employees are inadequate to allow payment of any Claims, BRMS shall have no responsibility to make any payment with regard to such Claims.
- 4.13 Status Maintenance. To maintain COBRA eligibility under groups, divisions, or branches using a separate location status identifier provided such group, division, or branch is supplied to BRMS from Employer.

- 4.14 Regulation Compliance. To follow any rules or limitations under COBRA for the Plan, in which Employees may enroll, provided such rules or limitations were provided to BRMS by Employer. Examples of such rules are eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.
- 4.15 Effect of Termination. All obligations of BRMS for processing of eligibility and disbursements of premiums payable under COBRA, will be terminated and extinguished upon the date of termination of this Agreement. Any COBRA premiums payable incurred prior to the date of termination will be processed and paid only for the time period up to and ending with the date of termination. COBRA payments remaining unprocessed or unpaid as of the termination of this Agreement shall be returned to Employer by BRMS and shall no longer be the responsibility of BRMS.
5. Vbas Service. With respect to the administration Vbas, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
- 5.1 Vbas Defined. "Vbas" shall mean the machine readable version of the computer software located at Folsom, Ca (the "Site") provided by BRMS in connection with and as a material part of the Services.
- 5.2 Vbas License. Subject to the terms and conditions of this Agreement, BRMS hereby grants to Employer a non-exclusive, non-transferable and non-assignable license to access Vbas solely (i) through the Site; (ii) by and through Employer's Authorized Users; (iii) for Employer's internal business purposes and for no other purpose. BRMS hereby grants Employer a non-exclusive, non-transferable and non-assignable license to use the documentation, instructional materials and user guides for Vbas which BRMS may make generally available to BRMS' customers and in the form (paper or electronic) selected by BRMS (collectively, the "Documentation").
- 5.3 No Other Rights. Other than the license granted under Section 5.2, all right, title and interest in and to Vbas, the Documentation, and all portions of the foregoing, including all intellectual property rights (e.g. patent, trade secret, copyright, trademark and similar rights), shall remain the property of BRMS or its licensors, as applicable. Employer's use of third-party programs in conjunction with Vbas is not covered by this Agreement and will be governed solely by the terms and conditions of the applicable third party license agreements. Any rights not expressly licensed hereunder are reserved by BRMS.
- 5.4 Restrictions. To the maximum extent allowed by applicable law, neither Employer nor its Authorized Users (defined below) shall reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code of any software located on the Site or utilized in connection with the Service, including Vbas. Neither Employer nor its Authorized Users shall (i) disassemble, unbundle or cause the disassembly or unbundling of Vbas for any purpose; (ii) use Vbas on a service bureau or time share basis or to provide services to third parties; (iii) distribute, copy, rent, lease, sublicense or otherwise transfer Vbas to any third party; (iv) grant any third party, other than an Authorized User, access to Vbas; or (iv) modify Vbas for any purpose. Any modifications or configurations made to Vbas shall be made by BRMS and shall be the sole and exclusive property of BRMS.
- 5.5 Principle User. Employer will designate a single individual to act as the "Principle User" for Employer's use of Vbas. BRMS will provide the Principle User with a password to access and use Vbas. Principle User will have the ability to add, change or delete Employer Information on Vbas. Principle User will have the sole authority to grant or delete Vbas access privileges to Authorized Users (defined below). Employer is responsible for the designation of the Principle User and shall notify BRMS immediately by written notice should Employer wish to designate a replacement for the Principle User. Employer is solely responsible for the activation and deactivation of access for its Authorized Users.

- 5.6 Access to Vbas by Authorized Users. An individual shall be an “Authorized User” only so long as he/she is (i) an employee, contractor or agent of Employer who has received a valid password from the Principle User. BRMS recommends that the Employer have each Authorized User execute an Electronic Signature Authorization form (an “Authorization”) available from BRMS. Employer is responsible for obtaining, maintaining and storing signed Authorizations and will be solely responsible for any liability or action that results directly from providing access to Vbas to any Authorized Users from whom Employer did not obtain a signed Authorization.
- 5.7 Passwords. Each Authorized User shall be issued a unique user name and password by the Principle User. Employer agrees and shall cause each Authorized User to agree, that no user name or password will be utilized at any time by any person other than the Authorized User to whom such user name or password was originally assigned. Upon written notice to BRMS, Employer may terminate an Authorized User’s access and substitute a new Authorized User. Employer shall be solely responsible for all activities of its Authorized Users and any party who accesses Vbas through a password issued to Employer or an Authorized User. Employer agrees to immediately notify BRMS if Employer becomes aware of: (i) any loss or theft of any password, or (ii) any unauthorized use of any password, or (iii) any indication that anyone has or may have entered inaccurate, conflicting or inappropriate information into Vbas.
- 5.8 Electronic Signature. Employer agrees on its own behalf and on behalf of its employees, to adopt as its/their signature an employer identification code and a password, which is to be affixed to or contained in each transmission sent by such party (“Signature”). Employer hereby agrees and authorizes, on its own behalf and on behalf of its Employees, that its/their Signature shall act as its/their formal signature for all internet based transactions among Employer, its employees, BRMS, vendors and any and all third parties. The initial Signature will be provided by BRMS to the Principle User in confidence. While using Vbas, the Principle User and Employer’s employees will have the ability to change their Signature at any time. Employer agrees and authorizes, on its own behalf and on behalf of its employees that any Signature of Employer affixed to or contained in any electronic document shall be sufficient to verify that Employer executed such document and authorized the actions contemplated thereby. Such Signature shall be treated in all respects as having the same effect as an original handwritten signature. In each case in this Section, where Employer purports to bind either its Authorized Users or its employees or both, Employer represents and warrants to BRMS that Employer has the express authority to bind such Authorized Users and/or employees and understands that BRMS is expressly relying on such representation as a material inducement to BRMS’ willingness to enter into this Agreement.
- 5.9 Employer Information. Employer shall populate Vbas with the accurate and timely information necessary for use of Vbas by Employer and its Authorized Users including, employment, personal and payroll information on employees; contact information on each contracted vendor; benefit packages; and rates, payment, eligibility, contact, broker of record, benefits, coverage, enrollment information on each contracted Plan and employee handbook information (collectively the “Employer Information”). Employer is solely responsible for the accuracy of the Employer Information on Vbas.
- 5.10 Maintenance of Records. During the term of this Agreement, BRMS will maintain electronic records on Vbas pertaining to the use thereof by Employer and its Authorized Users. BRMS will also maintain electronic records of transactions among BRMS, third party vendors, the Employer and Authorized Users using Vbas. It is the responsibility of Employer to download (electronically or on paper) the Employer Information from Vbas prior to the termination of this Agreement. Except as specifically provided in this Section, BRMS will not be responsible for storing copies of the Employer Information for archiving or back-up purposes.
- 5.11 Accessibility of Records. Employer shall have access to all Employer Information available through Vbas during the term of this Agreement. Following termination of an Employee’s

benefits or of a Plan, BRMS will maintain the relevant electronic records in a manner accessible to Employer on Vbas for twenty-four (24) months following the termination of the subject employee or Plan (provided this Agreement remains in effect for such period).

- 5.12 **Security.** BRMS will utilize security mechanisms reasonable in its sole discretion to protect the confidentiality and integrity of the Employer information provided to Vbas.
- 5.13 **Right to Change Vbas.** BRMS shall have the right in its sole discretion to change Vbas at any time, provided that BRMS shall provide Employer with thirty (30) days notice of any material change to the functionality of Vbas. BRMS is under no obligation to make any changes to Vbas that Employer may request.
- 5.14 **Connection to Vbas.** Employer, at its own expense, shall provide and maintain the equipment, software, communication lines, services and testing necessary to effectively and reliably transmit and receive documents and information over the Internet to and from Vbas.
- 5.15 **Agreements and Contracts with Vendors.** Employer acknowledges that it and its employees may, through the use of Vbas and otherwise, enter into separate agreements with vendors. The terms of such agreements shall be at the sole discretion of, and enforceable solely against, the parties thereto. BRMS makes no warranties or representations regarding, and shall have no liability with respect to, any coverage, right to coverage, eligibility, claims, enrollment, benefits, premiums, conditions, exclusions or any other terms which may be available or agreed to under any such agreements and/or policies issued by or entered into with such third party vendors.
6. **Fidelity Bond.** BRMS shall obtain a fidelity bond, reasonably satisfactory to Employer, providing protection for the Plan and related Funds against loss by reason of an act of fraud or dishonesty on the part of BRMS, whether directly or through connivance with others, such bond having as a surety thereon a corporate surety company reasonably acceptable to Employer and meeting the requirements of ERISA.
7. **HIPAA Requirements.** With respect to the requirements of HIPAA relative to health benefits, BRMS shall (i) accept a Certificate of Group Health Plan Coverage from Covered Persons and apply the certificate's information to the Covered Person's record; or (ii) upon notification of termination of coverage of a Covered Person by Employer, promptly provide a Certificate of Group Health Plan coverage to the subject person and subsequent certificates, as requested in accordance with the requirements of HIPAA.
8. **Information from Employer.** Employer shall provide the following documents and information to BRMS in order to allow BRMS to perform the Services:
  - 8.1 **Information in General.** Throughout the term of this Agreement, Employer shall provide to BRMS, on a timely basis, all information that is requested by BRMS to perform the Services. In performing the Services, BRMS must necessarily rely upon Employer and others to provide BRMS with timely, accurate and complete information as requested by BRMS. BRMS shall not be responsible for any damages, claims or liability of any kind, caused directly or indirectly by the failure of Employer or others to provide such timely, accurate and complete information to BRMS, or by any other circumstance not within BRMS' direct control. Employer is responsible for supervising the production and timely delivery of all requested data and information to BRMS.
  - 8.2 **Plan Documents.** Within a reasonable period of time after the Effective Date of this Agreement, Employer shall provide BRMS with copies of all Plan documents. Employer shall provide BRMS with a true copy of any Plan amendment within a reasonable period of time after the effective date of such amendment. All original Plan records and documents shall be maintained by Employer.
  - 8.3 **Covered Person Information.** Throughout the term of this Agreement, Employer shall promptly provide to BRMS all information about the Employees and their family members who are Covered Persons under one or more Plans that BRMS may request or need in order for BRMS to

perform the Services, including, census data (e.g., name, address, date of birth, date of hire, date of termination of employment, and hours of service), the coverage provided to the Employees and their family under the Plan, the effective date(s) of such coverage as to each such person, and all changes in such information.

- 8.4 New Covered Person Information. Within a reasonable period of time after a Covered Person first becomes covered by one or more Plans during the term of this Agreement, Employer shall provide BRMS with written notice of such coverage.
  - 8.5 Changes in Information. Employer shall promptly notify BRMS of any changes in information previously given or supplied to BRMS, particularly with respect to any change or anticipated change in the Plan or in the Employee census data.
  - 8.6 Plan Modifications. Employer agrees that it will immediately notify Employees and BRMS of the cancellation or change in coverage of any Plan covering Employees and/or their dependents. Employer agrees to provide BRMS with timely notice of and: (i) change to Plan, (ii) addition of new coverage to Plan, (iii) deletion of coverage from Plan; (iv) additions of new Plan and (v) cancellation or termination of any Plan (each a “Plan Change”). Employer shall indemnify, defend and hold BRMS harmless; from and against any and all Costs resulting (directly or indirectly) from the untimely notice to BRMS of any Plan Change.
  - 8.7 Additional Information. Throughout the term of this Agreement, Employer shall provide to BRMS such additional information as may be required in the Schedules.
9. Duties of Employer. Employer understands and agrees to perform the following obligations:
- 9.1 Document Execution and Delivery. Employer shall be responsible for the timely execution and delivery or filing with the applicable public agency of all documents and forms required from the Employer under the Plan or by applicable law. Although BRMS may assist Employer as requested in the preparation of such documents and forms, the decision to prepare and file such documents and forms shall be the sole responsibility of Employer.
  - 9.2 Collection of Plan Contributions. Employer shall collect the contributions (excepting co-pays made at the time medical service is provided), if any, to be made by Employees for coverage according to the terms of the Plan, in such manner as Employer may deem appropriate and shall thereafter transfer required premiums to the Premium Trust Account.
  - 9.3 Premium Trust Account Deposits. Promptly upon receipt of notice from BRMS, Employer shall pay into the Premium Trust Account such amounts as BRMS may request in order to pay insurance premiums payable under the terms of the Plan.
  - 9.4 Enrollment Form Collection. Employer shall be solely responsible for collection of completed enrollment forms of Employees wishing to obtain benefits under the Plan and shall promptly transmit all completed enrollment forms to BRMS.
  - 9.5 Enrollment Supplies. Employer shall prepare or obtain supplies of enrollment forms, enrollment cards, Plan booklets and summary plan descriptions and shall distribute or make available such forms and documents to Employees.
  - 9.6 Eligibility Verification. Employer shall verify the eligibility of any individual enrolling for benefits pursuant to terms of the Plan which verification shall be made on the benefit enrollment form submitted by Employer to BRMS.
  - 9.7 Enrollment Rule Instruction. Employer shall inform BRMS in writing of all enrollment rules and limitations regarding the Plan. Examples of which are eligibility of retirees, domestic partners, coverage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.

- 9.8 Rate Information. Employer shall include on the enrollment forms submitted to BRMS all carriers and the rates of all coverage's and tier structures that may apply to the enrolling Employee and their dependents. Employer shall notify BRMS within five (5) business days, after receipt of any notification from a carrier of rate changes that affect a Covered Person's premium payments.
- 9.9 COBRA Obligations. With respect to the requirements of COBRA relative to mandatory continuation of coverage of health benefits, Employer shall have the following responsibilities:
- (a) Employer shall maintain records tracking the loss or reduction of coverage of any Employee covered under the Plan due to any Qualifying Event.
  - (b) Employer shall, upon loss or reduction of coverage due to a Qualifying Event, immediately notify BRMS of such loss or reduction of coverage specifying the date thereof, the name of the Employee suffering such loss or reduction in coverage, the reason for such loss or reduction, and shall specify the last known mailing address of the Qualified Beneficiaries suffering a loss or reduction of coverage due to the occurrence of a Qualifying Event. It shall be the responsibility of Employer to notify BRMS of the occurrence of a Qualifying Event within fourteen (14) days after notice to Employer of the occurrence of such Qualifying Event.
  - (c) Employer agrees that BRMS shall not be responsible for any losses incurred by Employer due to the violation of the provisions of COBRA if such violations were occasioned by Employer's failure to abide by the terms and conditions of this Agreement.
  - (d) Employer shall be solely responsible for completion of the enrollment forms of Employees wishing to obtain benefits under COBRA by participation therein and shall transmit any enrollments from Employees with respect to details and shall advise BRMS promptly as to any enrollments for COBRA benefits made directly to Employer.
  - (e) Employer shall verify the eligibility of any Employee enrolling for COBRA benefits pursuant to terms of the Plan which verification shall be made on the benefit enrollment form supplied and submitted by Employer.
  - (f) Employer shall instruct BRMS in writing of all enrollment rules and limitations regarding all plans in which Employees may elect to enroll for COBRA benefits. Examples of which are eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.
- 9.10 BRMS Not Plan Sponsor. BRMS is not and will not be treated as the sponsor or plan administrator of any of the Plans. BRMS is not a provider of health care services or benefits. BRMS shall have no responsibility or liability to any person for (i) any funding of any Plan benefits, (ii) the payment of any premiums or costs for Plan benefits provided by a third party (e.g., an insurance company or an HMO), (iii) providing any Plan benefits to any person, or (iv) the nature of quality of the benefits or services provided by third parties to Employer or any Covered Person.
- 9.11 Instruction Request. BRMS may, by written request, seek instructions from Employer on any matter related to the interpretation of a Plan or the benefits thereunder, and may await the written instructions from Employer without incurring any liability under this Agreement whatsoever. If at any time Employer should fail to give directions to BRMS in a timely manner, BRMS may act or refrain from acting, and shall be protected in acting or refraining from acting without such directions, as BRMS deems in good faith to be appropriate and advisable under the circumstances.
- 9.12 Business Associate Agreement. Concurrently with the execution hereof, Employer agrees to execute the Business Associate Agreement attached hereto as Exhibit B.

- 9.13 Dispute Resolution. If any dispute arises between Employer and any other person, including, without limitation, any Qualified Beneficiary, with respect to the interpretation of the Plan or the benefits thereunder, then BRMS shall not be obligated to take any other action in connection with the matter involved in the controversy until such time as the controversy is resolved. In addition, BRMS may deposit any cash or other property related to the controversy in an interpleader action with the court of jurisdiction under applicable law.
10. **Banking Arrangements.**
- 10.1 General Requirements. In the event any of the Services involve the handling by BRMS of Funds, BRMS shall segregate such Funds from BRMS' own funds. If BRMS is unable to make any payment to any third party from such Funds due to the failure of Employer to provide adequate Funds to BRMS in a timely manner, then (i) BRMS shall not be responsible to any person for the failure to make such payment in a timely manner and (ii) such payment shall be required of BRMS no earlier than three (3) business days after the receipt of adequate and available Funds from Employer. Employer covenants not to deliver to BRMS any Plan assets that must be held in trust, it being specifically understood that BRMS has no responsibility whatsoever for the establishment, maintenance or administration of any trust and that BRMS is not a trustee or fiduciary with respect to any Plan assets.
- 10.2 Application of Insufficient Funds. If at any time contributions to the Plan made pursuant to any Premium Trust Account policy shall not be sufficient to meet the obligations of the Plan with regard to premiums payable and expenses payable according to the terms of the Plan, and if Employer has not notified BRMS in writing that the Plan is to terminate on or before such date, BRMS shall apply the Premium Trust Accounts in its charge as follows:
- (a) First, to the payment of fees and expenses incurred by BRMS in provision of the Services; and
  - (b) Second, to the payment of premiums payable and administrative fees prior to the due date of any unpaid contributions.
- 10.3 Plan Termination. In the event of termination of the Plan due to unpaid contributions, BRMS will provide notification to the Covered Persons of the occurrence of such termination and the priority as to disbursement of remaining available Premium Trust Accounts.
11. **Debit Card ACH Agreement.** Debit Card ACH Agreement means the required funds transfer agreement (provided in Exhibit D) which must be signed by the Employer utilizing the Evolution Benefits Program (debit card services provider). Automated Clearing House (ACH) is a secure nationwide electronic funds transfer network which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries.
12. **Confidential Information.** All confidential records, files, documents and the like relating to the Plan provided to BRMS by Employer shall be and remain the sole property of Employer and shall not be disclosed to third parties except as authorized in this Agreement, as otherwise authorized by Employer, or pursuant to the direction or order of a governmental agency or a court.
13. **No Legal Services.** Employer acknowledges that BRMS is not authorized to engage in the practice of law and that BRMS will not provide legal services to Employer or any other person. Employer shall not rely upon BRMS in any way for any legal opinions or legal documents that Employer or any Plan fiduciary may require. Whenever a legal issue arises in the course of the work to be performed under this Agreement, Employer shall obtain such legal counsel as may be necessary to resolve the issue. Employer shall notify BRMS of the resolution and BRMS shall be entitled to rely upon that decision in performing its services for Employer.

14. **Advice and Recommendations.** Although BRMS may from time to time call to Employer's attention and/or make recommendations regarding potential or actual problems with respect to the operation and administration of the Plan, Employer understands and agrees that such advice and recommendations are a matter of accommodation only and that BRMS has no duty to give such advice, make such recommendations, or otherwise to question any actions or decisions of Employer, the sponsoring employer, any Plan fiduciary, or any of their respective agents or employees.
15. **Not a Fiduciary.** Employer understands and agrees that BRMS is not the plan sponsor, plan administrator or plan fiduciary under ERISA for the Plan and that BRMS does not act in any fiduciary capacity with respect to the Plan. BRMS acts in an administrative support capacity only. BRMS shall not have any discretionary responsibilities in the administration of the Plan. BRMS shall not be responsible for reporting and disclosure compliance under ERISA. Employer will make certain that the sponsoring employer, all Plan fiduciaries, and the participants understand BRMS' nonfiduciary status as well. Employer and each Plan fiduciary shall retain his, her, its or their full authority, discretion and responsibility for the operation of the Plan with respect to which BRMS is providing the Services. Employer's decision as to any Claim under the Plan shall be final and binding. Employer represents and warrants that it is the employer, plan sponsor, plan administrator and plan fiduciary under ERISA for the Plan. Employer is solely responsible for state and federal disclosure and reporting requests in connection with its activities under this Agreement. Employer agrees to maintain Plan in full compliance with all applicable laws and regulations.
16. **Payment of Fees.**
- 16.1 **Amount.** In consideration for the Services performed by BRMS under this Agreement, Employer shall pay to BRMS the fees and expenses set forth in Exhibit A to this Agreement and/or the applicable Schedule. Within thirty (30) days after the conclusion of each calendar month during the term of this Agreement, BRMS shall provide Employer with a monthly invoice of the amount due to BRMS for the Services and any direct expenses incurred in performance of the Services.
- 16.2 **Additional Service Fees.** Employer will pay BRMS its then applicable hourly rates for any Services performed for Employer by BRMS that are not included in this Agreement or any Schedule. As of the Effective Date, the hourly rate for additional Services is seventy-five dollars (\$75) and the hourly rate for programming or custom reports is one hundred fifty dollars (\$150). BRMS reserves the right to change the hourly rate at any time without advance notice to Employer. Employer shall pay BRMS its fees for any reprocessing of work, or if the unusual amount of time is spent by BRMS in performing the Services, as a result of circumstances beyond BRMS' reasonable control.
- 16.3 **Due Date.** All fees and charges shall be due when invoiced and will be considered in default if not paid within thirty (30) days after the invoice date. Unpaid fees and charges will bear a service charge equal to the greatest of five percent (5%) of the amount billed or twenty-five dollars (\$25). BRMS' obligation to provide the Services is expressly conditioned upon timely payment of its fees by Employer.
17. **Term.** The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 18. Updated fees may be assessed at plan renewal and will be delivered to the Employer by the generation of a new Exhibit A.
18. **Termination.**
- 18.1 **Manner of Termination.** This Agreement or any Schedule may be terminated in the following manner:
- (a) By Employer, by delivering at least ninety (90) days prior written notice of termination to BRMS and paying BRMS all fees owed through the effective date of termination;



- (b) By BRMS, by delivering at least ninety (90) days prior written notice of termination to Employer;
  - (c) By BRMS, by delivering written notice to Employer, in the event Employer fails to provide Funds necessary for the performance of BRMS' Claims administration responsibilities under this Agreement;
  - (d) By either party, by delivering, at least thirty (30) days written notice of the other's breach of a material obligation under this Agreement, provided that such breach is not cured within such thirty (30) day notice period; or
  - (e) Automatically, upon the voluntary or involuntary bankruptcy or dissolution of either party.
- 18.2 **Abbreviated Termination.** In the event that Employer terminates this Agreement or any Schedule without cause upon less than the ninety (90) days notice period described in Section 18.1(a) and such notice period was not waived by BRMS, then on the effective date of termination (and subject to adjustment as described in Section 18.4), Employer shall pay BRMS for two (2) months of compensation for the terminated Services where such compensation shall be equal to two (2) times the compensation due for the last month immediately preceding Employer's notice of termination.
- 18.3 **Allocation of Assets.** Within sixty (60) days after termination, BRMS shall deliver to its successor or such other person or entity as may be designated by Employer such Funds of the Plan which remain in the possession of BRMS, if any, at which time BRMS shall be relieved of any obligation to make further payments under the Plan for Claims or otherwise.
- 18.4 **Final Accounting.** Within the sixty (60) days after the effective date of termination, BRMS shall deliver a final accounting to Employer which shall include an accounting of receipts, disbursements and other transactions of BRMS regarding the Plan.
- 18.5 **File Delivery on Termination.** Upon termination of this Agreement, BRMS shall deliver all eligibility files to Employer. Employer shall: (i) pay the costs of shipment of such eligibility files to Employer; and (ii) store such files in accordance with applicable laws and regulations. Employer further agrees to return to BRMS, upon request, any eligibility file that may relate to any lawsuit or proceeding involving BRMS relating to BRMS' activities as third-party administrator provided pursuant to the authority set forth in this Agreement.
- 18.6 **Conclusion of Obligations.** All obligations of BRMS under this Agreement (excepting those specifically referenced in this Section 18), including the responsibility for communicating eligibility and disbursements of premiums, will be terminated and extinguished upon the date of termination of this Agreement.
- 18.7 **Notification of Termination.** In the event of termination of this Agreement by either party Employer shall immediately notify all of the Covered Persons that this Agreement has been terminated.
19. **Liability Limitation.** Employer agrees that, except to the extent caused by BRMS' gross negligence or willful misconduct, BRMS shall not be responsible for any damage, loss, demand, benefit, liability, payment, tax, penalty, cost or fee (including, all costs and fees of litigation and its threat, including attorneys' fees), of any nature whatsoever (collectively, "Costs"), arising from or related to claims, allegations or actions (each an "Action") pertaining to (i) the Plan, (ii) any of the Services, (iii) any refusal by BRMS to provide Services due to Employer's failure to perform any of Employer's obligations under this Agreement; or (iv) any Employer information posted to Vbas.
20. **Employer Indemnity.** Employer agrees to indemnify, defend and hold harmless BRMS, its shareholders, directors, officers, employees, agents and subcontractors from and against any and all Costs arising from or related to any and all third party Actions regarding: (i) the action or inaction of Employer in connection

with this Agreement (ii) the provision of the Services by BRMS, except to the extent the Action pertains directly to BRMS' active negligence or willful misconduct; (iii) attempts to recover benefits alleged to be payable under the terms of the Plan, except to the extent the Action pertains to BRMS' active negligence or willful misconduct; (iv) any Employer Information posted to Vbas; (v) any breach of this Agreement by an Authorized User of Vbas.

21. **BRMS Indemnity.** BRMS agrees to indemnify, defend and hold harmless Employer from and against any and all Costs actually incurred by Employer in connection with any party Action only to the extent directly attributable to BRMS' gross negligence or willful misconduct in performing the Services and subject to the provisions of Section 24.2.
22. **Insurance Requirements.** BRMS shall provide and keep in force during the term of this Agreement, at its own expense:

<u>Insurance Type</u>	<u>Coverage</u>
Workers' Compensation	Compliance with California Requirements
General Liability	\$1,000,000/Per Occurrence; \$2,000,000/General Aggregate
Errors and Omissions	\$2,000,000 Per Individual Claim
Excess/ Umbrella Liability	\$5,000,000/Per Occurrence; \$5,000,000/Aggregate
Comprehensive Crime	\$1,000,000/Employee Dishonesty

23. **No Underwriting by BRMS.** Employer expressly agrees and understands that BRMS does not insure or underwrite the liability of Employer under any Plan. BRMS verifies the eligibility of an individual for benefits under the Plan only and in no event guarantees payment of benefits. Employer retains sole responsibility for payment of all Claims made under the Plan and all expenses and fees incurred incident thereto.
24. **Agency Authority.** Employer hereby grants to BRMS, on Employer's own behalf and on behalf of its employees, the authority to act as their limited agent (solely as provided herein) and to contact, interact with and transact business with vendors, brokers of record and contracted consultants of Employer through Vbas or otherwise. This authorization includes, but is not limited to, the release of file specifications, eligibility data and premium information.
25. **General Provisions.**
- 25.1 **Notice.** All notices provided for hereunder shall be in writing and shall be deemed to be given (i) upon receipt after being sent by overnight courier which issues a receipt, charges pre-paid, (ii) upon the date indicated in the return receipt when sent by United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, or (iii) upon receipt, by commercial express document delivery service which issues an individual delivery receipt, in each case to the address set forth on the Summary. The parties hereto may change their notice address or add additional addresses for the giving of notice by giving notice of such changed or additional addresses to the other party hereto in the manner set forth herein.
- 25.2 **Limitations on Actions.** Notwithstanding any applicable law that may provide for a longer period of time, no action, regardless of its form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen or, if the action involves nonpayment, more than two (2) years after the date of the last payments.
- 25.3 **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be construed, to create any rights by or on behalf of any person who is not a party to this Agreement.
- 25.4 **Force Majeure.** Excepting Employer's payment obligations hereunder, neither party shall be liable for failure to perform any of its obligations under this Agreement to the extent that such failure is caused by circumstances beyond such party's reasonable control, including acts of God,

civil disturbances, natural disasters, actions or decrees of governmental bodies. Upon the occurrence of any such event, the affected party promptly shall give notice to the other party and shall use reasonable efforts to resume performance.

- 25.5 Governing Law and Arbitration. Any dispute or claim arising out of or relating to this Agreement, in the interpretation, performance, breach or termination thereof, shall be finally settled by binding arbitration in San Diego County, California, under the rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall apply California law to the merits of any dispute or claim, without reference to rules of conflict of law. Nothing in this Section 25.5 shall prevent or delay either party from applying to any court of competent jurisdiction for temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, and such action shall not serve as an abridgement of the powers of the arbitrator provided, that the arbitrator shall have the authority to determine whether such temporary restraining order, preliminary injunction, or other interim or conservatory relief shall continued or terminated. The parties shall share the costs of the arbitration, including the arbitrator's fee, equally. Each party shall bear the cost of its own attorney's fees and expert witness fees. Each party consents to the personal jurisdiction and venue of the state and federal courts located in San Diego County for the enforcement of any arbitrator's award.
- 25.6 Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions hereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.
- 25.7 Waiver. A waiver of a breach of any term of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other's breach shall not be construed as a waiver of that breach.
- 25.8 Assignment. Neither party shall assign this Agreement or any rights hereunder, by law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, BRMS may assign or transfer this Agreement in whole or in part without the prior written consent of Employer in connection with (i) a financing of BRMS or any of its assets, (ii) a merger of BRMS with a third party, (iii) the sale of all or any part of the outstanding capital stock of BRMS, (iv) the sale of all or substantially all of BRMS' assets or those assets of BRMS related to this Agreement. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or relevant provisions shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assigns of the parties hereto. All purported assignments or transfers in violation of this Section shall be null and void. For avoidance of doubt, BRMS may subcontract any or all of the services required hereunder to any of BRMS' affiliates and subsidiaries, contracted providers, and approved vendors without the written consent of Employer.
- 25.9 Headings/Interpretation. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation". When a reference is made in this Agreement to an Article or a Section or

Schedule, such reference shall be to a Section of, or Schedule to this Agreement unless otherwise indicated.

- 25.10 Consents. Wherever this Agreement requires either party's approval, consent or satisfaction, such approval, consent or satisfaction may not be unreasonably or arbitrarily withheld, conditioned or delayed.
- 25.11 Independent Contractors. BRMS is an independent contractor, and no partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except as expressly set forth herein in connection with the Services, BRMS has no authority to contract for or bind Employer in any manner whatsoever. This Agreement confers no rights upon either party except those rights expressly granted herein. Each party assumes full responsibility for its actions and the actions of its personnel in rendering performance pursuant to this Agreement.
- 25.12 Entire Agreement. This Agreement including the Schedules hereto sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and any and all previous agreements, representations or understandings, whether oral or written, which are inconsistent with or additional to any of the various terms and conditions of this Agreement are hereby canceled, rendered null and void and superseded in their entirety. No agreement or understanding to modify this Agreement shall be binding upon a party unless agreed to in writing by an authorized representative of such party.
- 25.13 Counterparts. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed or caused to be executed a counterpart of this Agreement.
- 25.14 Survival. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 18.4, 18.6, 18.7, 21, and 25.
- 25.15 Costs, Expenses and Attorneys' Fees. In the event either party takes any action to enforce any of the terms and conditions hereof, the unsuccessful party to such action shall pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred by the successful party in the defense and resolution of such action.
- 25.16 Authority. Each party represents and warrants to the other that the person executing this Agreement on its behalf does so with full corporate authority and as the expressly authorized agent of such party

**EXHIBIT A**  
**BRMS Fee Schedule for Sacramento City Unified School District**  
**Effective: July 1<sup>st</sup>, 2013**

<b>Vbas (Online Eligibility System)</b>	<b>FEE</b>
<b>Vbas Benefits Administration Included:</b> <ul style="list-style-type: none"> <li>• Online Employee Benefits Eligibility Maintenance</li> <li>• Employer/Employee Access</li> <li>• EDI Carrier Transfers</li> <li>• Online/Open Enrollment Module</li> <li>• Reporting</li> <li>• Dedicated Client Management Team</li> <li>• Employer Training</li> </ul>	<b>\$3.50</b> <b>PEPM</b>
<b>Vbas Additional Programming Fees</b>	<b>\$125.00 Per Hour</b>
<b>Vbas Renewal Fee</b> - Renewal costs are incurred if there is a change in plans/carriers, rates or contributions. Due to the complexity of the SCUSD plan and rates structures, renewal fees are assessed after renewal decisions have been made by the District. Renewal fees have been waived for the previous plan years of 2011-2013	Evaluated Annually
<b>Vbas Meeting Participation</b>	Included
<b>Employee Customer Support</b>	Included

<b>COBRA Administration – Dental &amp; Vision Plans</b>	<b>FEE</b>
<b>COBRA/HIPAA Administration Includes:</b> <ul style="list-style-type: none"> <li>• Initial Notifications</li> <li>• Qualifying Event Notices</li> <li>• HIPAA Certificates</li> <li>• COBRA Continuation Maintenance</li> <li>• Enrollment Confirmation</li> <li>• Premium Collection and Reimbursement</li> <li>• COBRA Eligibility Audits</li> <li>• COBRA Reporting</li> </ul> <small>(2% Admin fee is added to the COBRA premium and paid by the COBRA participants to BRMS)</small>	<b>\$0.90</b> PEPM
<b>COBRA Renewal Fee</b>	Waived
<b>COBRA Packets (During Open Enrollment)</b>	<b>\$12.00 Per Packet + Postage</b>
<b>COBRA Meetings</b>	Included

<b>Retiree Billing Administration</b>	<b>FEE</b>
<b>Medical, Dental &amp; Vision Retiree Administration Includes:</b> <ul style="list-style-type: none"> <li>• Retiree Eligibility Verification</li> <li>• Retiree Customer Support</li> <li>• Billing and Reimbursement Tracking</li> </ul>	<b>\$2.10</b> <b>Per Retiree, Per Month</b>

Additional Services Quoted Upon request. BRMS Fee structure only reflects the currently contracted services as of July 1<sup>st</sup>, 2013.

[Exhibit A Signature on Page 19]

BRMS has the right to adjust the dollar amounts above at any time upon a thirty (30) day notice in the event that the Plan is amended or the composition of the group of individuals covered under the Plan is changed in a material way; or, if the cost of operation is increased solely by virtue of a change in charges to the BRMS by a governmental unit or a third party vendor. Such adjustment shall be limited to the amount of increased cost incurred by BRMS due to any of the above listed changes that affect any of the listed charges on this exhibit.

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, on their behalf by their officers or duly authorized representatives, as of the day and year first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BENEFIT & RISK MANAGEMENT SERVICES, INC.

Date: 7/23/13

Date: 7-19-13

By: K.A. Fossat

By: Matthew A. Schafer

Printed Name: Kan A Fossat

Printed Name: Matthew A. Schafer

Title: CBO

Title: Chief Executive Officer

Address: 5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

Address: 80 Iron Point Circle, Suite 200  
Folsom, California 95630

of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

- (1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.
- (2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

iii. **Reporting to Covered Entity.**

- (1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:
  - a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
  - b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
  - c. Identify the PHI accessed, used, or disclosed (e.g., name; social security number; date of birth);
  - d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;
  - e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
  - f. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that will:
  - a. Identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4);
  - b. Indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and
  - c. If the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

## EXHIBIT B

### HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement by and between **Sacramento City Unified School District** hence forth referred to as "Client" and **Benefit & Risk Management Services, Inc.** (henceforth referred to as "Business Associate") is jointly entered for the exchange of information supporting a participating employer of the Trust.

A. Definitions. For the purpose of this Agreement, the following terms shall have the meaning ascribed to them in this Schedule. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

- (1) Designated Record Set shall mean a group of records maintained by or for Client that is (i) the medical records and billing records about Individuals maintained by or for Group Benefit Plan; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Client to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Group Benefit Plan. "Designated Record Set" shall have the meaning assigned to such term in 45C.F.R. § 164.501.
- (2) HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and regulations promulgated there under by the U.S. Department of Health and Human Services.
- (3) HIPAA Privacy Regulations shall mean the regulations at Title 45, Parts 160 through 164 of the Code of Federal Regulations, as the same may be amended from time to time.
- (4) Individual shall mean the person who is the subject of the Protected Health Information and has the same meaning as the term "individual" is defined by 45 C.F.R. § 164.501. "Individual" will also include that person's personal representative as define by 45 C.F.R § 164.502 (g) (l).
- (5) Individually Identifiable Health Information shall mean Information that is a subset of health information, including demographic information collected from an Individual, and: (i) is created or received by a health care provider, health plan, Group Benefit Plan, or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (a) identifies the Individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- (6) Protected Health Information (PHI) shall mean Individually Identifiable Health Information received by Business Associate from or on behalf of a Client that is (i) transmitted by electronic media; (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium.
- (7) Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated, specifically including, but not limited to, the Office for Civil Rights.
- (8) Transaction Standard Regulation shall mean the regulations at Title 45, Parts 160 and 162 of the Code of Federal Regulations, as the same may be amended from time to time.



- (9) Covered Electronic Transactions shall have the same meaning as defined in 45 C.F.R. § 160.103.
- (10) Electronic Protected Health Information shall have the same meaning as defined in 45 C.F.R. § 160.103.
- (11) Security Incident shall have the same meaning as defined in 45 C.F.R. § 164.304.
- (12) Security rule shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and 164, subpart C.

B. Business Associate's Use and Disclosure of Protected Health Information. Business Associate represents and warrants that (i) it has the right and authorization to disclose Protected Health Information to perform its obligations and provide services to Client and (ii) Business Associate's use of Protected Health Information to perform its obligations and provide services requested by Client does not violate the Privacy Rules, Group Benefit Plan's privacy notice or any applicable law. Client shall not request and/or disclose in any manner Protected Health Information in any manner that would not be legally permissible. Business Associate shall be permitted to use and/or disclose minimum necessary Protected Health Information provided or made available from Client for the following stated purposes:

- (1) Business Associate may use or disclose the Protected Health Information for the purposes necessary to fulfill its obligations and perform functions, activities, or services, for, or on behalf of, the Client as specified in the service agreements or contracts between the Client and the Business Associate.
- (2) Business Associate is permitted to disclose Protected Health Information received from Client for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided: (i) the disclosure is required by law; or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed by the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached. Additionally, Business Associate may use and disclose Protected Health Information to a third party if otherwise authorized by Client or as authorized by Individual in accordance with Section 164.508 of the HIPAA Privacy Regulations with respect to his or her own Protected Health Information.
- (3) In addition to the other uses and disclosures of Protected Health Information permitted under this Agreement, Business Associate may use Protected Health Information to create information that is not Individually Identifiable Health Information, or may disclose Protected Health Information to an agent or subcontractor of Business Associate for such purpose, whether or not the de-identified information is to be used by Business Associate. Business Associate may use or disclose such de-identified information in any manner Business Associate deems appropriate.
- (4) Business Associate is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to the health care operations of Client and Plan, or as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (5) Business Associate may use Protected Health Information for purposes of research and marketing. If Business Associate uses or discloses Protected Health Information for research or marketing purposes, Client agrees to obtain the necessary prior authorization from the Individual.

C. Business Associate Obligations:

- (1) Limits on Use and Further Disclosure Established by Contract and Law. Business Associate agrees that the Protected Health information provided or made available by Client shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law. However, Business Associate reserves the right to use PHI for its own internal management and compliance purposes.
- (2) Appropriate Safeguards. Business Associate agrees to use commercially reasonable safeguards to prevent any use or disclosure of the Protected Health Information, other than as provided for by this Agreement. Business Associate also agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Client.
- (3) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (4) Reports of Improper Use or Disclosure. Business Associate agrees that it shall report to Client within a reasonable time period discovery of any use or disclosure of Protected Health Information not provided for or allowed by this Agreement. Business Associate also agrees to report any security incident of which it becomes aware. Security incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.
- (5) Subcontractors and Agents. Business Associate agrees that anytime Protected Health Information is provided or made available to any subcontractors or agents, Business Associate must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of Protected Health Information as contained in this Agreement. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Client's PHI.
- (6) Right of Access to Information. Within thirty (30) days of a written request by Client for access to Protected Health Information about an Individual contained in a Designated Records Set, Business Associate shall make available to Client such Protected Health Information for so long as such information is maintained in the Designated Record Set. A decision on what constitutes a Designated Record Set shall be jointly determined by the parties. If Business Associate is unable to provide Client or Individual with access within required time frame, or records are maintained offsite, Business Associate will notify Client so Client may request, in writing, an extension from the Individual. In the event any Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) days forward such request to Group Benefit Plan. Any denials of access to the Protected Health Information requested shall be the responsibility of Group Benefit Plan
- (7) Amendment and Incorporation of Amendments. Within forty-five (45) days of receipt of a request from Client for the amendment of an Individual's Protected Health Information or a record regarding an Individual's Protected Health Information or a record regarding an Individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), Business Associate shall provide such information to Client for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. § 164.526. What constitutes a Designated Record Set shall be jointly determined by the parties. If Business Associate is

unable to amend Protected Health Information within required time frames, Business Associate will notify Client so Client may request, in writing, an extension from the Individual.

- (8) **Disputed Information.** For PHI that is the subject of a disputed amendment, Business Associate shall take such actions as are specified by Client to identify in the Designated Record Set the disputed PHI, and shall append or otherwise link to the Designated Record Set the individual's request for amendment, Group Benefit Plan's denial of the request, the individual's statement of disagreement, if any, and Group Benefit Plan's rebuttal to the individual's statement of disagreement, if any (collectively, the "Disputed Information"). The Disputed Information, or an accurate summary thereof, shall accompany all subsequent disclosure by Business Associate of PHI that is the subject of a disputed amendment.
- (9) **Provide Accounting.** Within forty-five (45) days of notice by Client to Business Associate that it has received a request for an accounting of disclosures of Protected Health Information regarding an Individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Client such information as in Business Associate's possession and is required for Client to make the accounting required by 45 C.F.R. § 164.528. At a minimum, Business Associate shall provide Client with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information, and if known, the address of such entity or person, (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes a brief explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within ten (10) days forward such request to Group Benefit Plan. It shall be Group Benefit Plan's responsibility to prepare and deliver any such accounting requested. Business Associate hereby agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
- (10) **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of Business Associate services contemplated by this Agreement, and thereafter if and to the extent, and so long as, required by law, Business Associate shall make available to the Secretary, after five (5) days written request, this Agreement and all other books, documents and records relating to the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Group Benefit Plan, to determine Group Benefit Plan's compliance with the HIPAA Privacy rule.
- a. In all events, Business Associate shall immediately notify Client and Plan upon receipt by Business Associate of any such request for this Agreement and any other books, documents, and records, and shall provide Client and Plan with copies of any such materials.
  - b. Nothing contained in this Section is intended to or shall constitute a waiver of Client and Plan's or Business Associate's attorney-client privilege, the attorney work product doctrine, or any other statutory or other protection afforded clients of lawyers.
  - c. Client and Business Associate do not intend to make any private individual or entity or the Secretary, the United States Comptroller General, or any other governmental agencies or parties a third-party beneficiary of this Agreement. The parties specifically intend that the Secretary shall not be a third-party beneficiary and shall have no contractual rights or powers to enforce this Agreement.
  - d. Any inspection of Business Associate's books and documents pursuant to this Section shall take place at a location selected by Business Associate that is reasonably convenient to the Secretary

or Group Benefit Plan. In no event shall the Secretary or Client have unrestricted access to the books and records of Business Associate; it instead being the intent of the parties that the Secretary or Client may request information, and, if Business Associate determines that such information is required to be produced pursuant to this Agreement and is responsive, Business Associate will furnish the information to the Secretary or Client for review and inspection.

- e. Notwithstanding anything herein to the contrary, Client acknowledges and agrees that Business Associate may store, analyze, access, and use de-identified information derived from Protected Health Information, provided none of such information contains Individually Identifiable Health Information, and further provided that any such use is then consistent with applicable law.

(11) Disposition of PHI. The parties agree that the return or destruction of PHI received from, or created or received by Business Associate on behalf of, Client is not feasible and that such PHI must be retained by Business Associate for further audits. Business Associate will extend the protections provided by this Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI unfeasible.

(12) Requested Restrictions. Client will not provide to Business Associate any PHI that is subject to any arrangement permitted or required of Client that may impact in any manner the use or disclosure of PHI by Business Associate under this Addendum including, but not limited to, any restriction on the use or disclosure of PHI as provided in 45 C.F.R. § 164.522 and agreed to by Group Benefit Plan.

(13) Implementation of Security Rule. Business Associate will implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Client as required by the Security Rule.

D. Client to Inform Business Associate of Privacy Practices and Restrictions

- (1) Client shall provide Business Associate with the notice of privacy practices that Client and Plan produces in accordance with 45 C.F.R § 164.520, as well as any changes to such notice.
- (2) Client shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses or disclosures, pursuant to 45 C.F.R. § 164.508.
- (3) Client shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Client has agreed to in accordance with 45 C.F.R. § 164.522.

E. Breach. If Business Associate breaches a provision of this Article, related to disclosure of Protected Health Information, that is not curable within the time provided for elsewhere in this Agreement, the parties shall, in good faith, negotiate a reasonable cure period for Business Associate to remedy its breach. If such breach is not curable, the parties will negotiate in good faith for thirty (30) days to develop safeguards to ensure that a subsequent breach of this Article does not occur. If the parties are unable to cure the breach or develop acceptable safeguards following negotiations for such specified time, Client may terminate this Agreement in accordance with the termination provisions of this Agreement.

F. Termination and Return of Information. Upon the termination of this Agreement, Business Associate agrees to return or destroy all Protected Health Information received from, or created or received by, Business Associate on behalf of Group Benefit Plan. Business Associate agrees not to retain any copies of the Protected Health Information after the termination of this Agreement. If return or destruction of the

Protected Health Information is not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure.

- G. HIPAA Indemnity. In no event is or shall Business Associate be construed to be an indemnitor of compliance with the HIPAA Privacy Regulations, under the terms of this Agreement, or otherwise.
- H. New Laws and Amendments. The parties agree to negotiate in good faith any modification to this Agreement that may be necessary or required to ensure consistency with amendments to and changes in applicable federal and state laws and regulations governing Protected Health Information, including without limitation regulations promulgated pursuant to HIPAA.
- I. Conflict. Except as specifically set forth herein, all terms of the Agreement will continue in full force and effect. In the case of any conflict among the provisions of this Addendum and the Agreement, the terms of this Addendum will prevail.
- J. Indemnification. The Client and Benefit & Risk Management Services agree to abide by all federal and state statute and regulations concerning the confidentiality and privacy of all information, in whatever form, exchanged among the parties pursuant to this Agreement, including privacy of Protected Health Information

### **Business Associate Addendum – HITECH Act**

**Sacramento City Unified School District** (“Covered Entity”) and **Benefit & Risk Management Services** (“Business Associate”) (jointly “the Parties”) wish to modify the Administrative Services Agreement (“Agreement”) to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules (“the Implementing Regulations”)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”) that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013)) (“the Final Regulations”). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as “the HIPAA Requirements.” Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services (“DHHS”) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

### **DEFINITIONS**

- (a) “*Breach*” shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) “*Business Associate Subcontractor*” shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) “*Electronic PHI*” shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.

- (d) *“Limited Data Set”* shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
- i. Names;
  - ii. Postal address information, other than town or city, State, and zip code;
  - iii. Telephone numbers;
  - iv. Fax numbers;
  - v. Electronic mail addresses;
  - vi. Social security numbers;
  - vii. Medical record numbers;
  - viii. Health plan beneficiary numbers;
  - ix. Account numbers;
  - x. Certificate/license numbers;
  - xi. Vehicle identifiers and serial numbers, including license plate numbers
  - xii. Device identifiers and serial numbers;
  - xiii. Web Universal Resource Locators (URLs);
  - xiv. Internet Protocol (IP) address numbers;
  - xv. Biometric identifiers, including finger and voice prints; and
  - xvi. Full face photographic images and any comparable images.
- (e) *“Protected Health Information”* or *“PHI”* shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term *“Protected Health Information”* or *“PHI”* in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.
- (f) *“Security Incident”* shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (g) *“Unsecured Protected Health Information”* shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.
- (h) All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

#### **GENERAL TERMS**

- (a) In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

- (b) Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.
- (c) Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

**SPECIFIC REQUIREMENTS**

(a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that:

- i. requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and
- ii. notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) **Privacy of Protected Health Information**

- i. ***Permitted Uses and Disclosures of PHI.*** Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
  - (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(e)(ii) below.
  - (2) Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.
- ii. ***Business Associate Obligations.*** As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:
  - (1) the *use* relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or
  - (2) the *disclosure* of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances

from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.

- iii. **Minimum Necessary Standard and Creation of Limited Data Set.** Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.
- iv. **Access.** In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.
- v. **Disclosure Accounting.** Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.
- vi. **Amendment.** Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.
- vii. **Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.** If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.
- viii. **Return or Destruction of PHI.** Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible,
  - (1) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and
  - (2) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.
- ix. **Availability of Books and Records.** Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum.
- x. **Termination for Breach.**
  - (A) Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.
  - (B) Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.



(c) **Information and Security Standards**

- i. Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
- ii. Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
- iii. More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
  - (1) Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
  - (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
  - (3) Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(e)(iii)(1);
  - (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(e)(iii)(2);
  - (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;
  - (6) Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
  - (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) **Compliance with HIPAA Transaction Standards**

- i. ***Application of HIPAA Transaction Standards.*** Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 4(a) above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:
  - (1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
  - (2) Adds any data element or segment to the maximum defined data set;
  - (3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
  - (4) Changes the meaning or intent of the Standard Transaction's implementation specification.
- ii. ***Specific Communications.*** Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "Enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.
- iii. ***Communications between the Business Associate and the Covered Entity.*** All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(e) **Notice and Reporting Obligations of Business Associate**

- i. ***Notice of Non-Compliance with the Addendum.*** Business Associate will notify Covered Entity within 10 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
- ii. ***Notice of Breach.*** Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 10 calendar days following discovery, any Breach

iv. **Termination for Breach.**

- (1) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
- (2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

v. **Continuing Privacy and Security Obligations.** Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, on their behalf by their officers or duly authorized representatives, as of the day and year first above written.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Date: 7/23/13

By: Ken A Fossett

Printed Name: Ken A Fossett

Title: CBO

Address: 5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

BENEFIT & RISK MANAGEMENT SERVICES, INC.

Date: 8/13/13

By: Matthew A. Schafer

Printed Name: Matthew A. Schafer

Title: Chief Executive Officer

Address: 80 Iron Point Circle, Suite 200  
Folsom, California 95630

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services**  
**Youth Engagement Services**

And

**City of Sacramento, START Program**

The Sacramento City Unified School District (“District”) and the City of Sacramento (“City”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2013 (“Effective Date”) with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage City’s Sacramento START Program to develop, maintain and sustain programs that offer support services to designated elementary schools, outlined in Attachment B, during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students;

WHEREAS, District and City’s Sacramento START Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century before and after school programs at designated Elementary Schools, outlined in Attachment B, during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school programs for students, and deter, tobacco, alcohol and other drug use; and

WHEREAS, the ultimate goals of the Agreement are (1) provide after school programs for school year; (2) provide at least 1:20 ratio on each school site; (3) work collaboratively with the District to provide services to students, ensure targeted attendance is achieved per school, provide and communicate other pertinent information back to the District; and (4) adhere to District protocols and policy pertaining to after school and out of school time programs.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. City’s Sacramento START Program will work with the District’s Youth Engagement Services staff in program implementation. City of Sacramento will provide direct service programming and staff the program to meet a 1:20 ratio of staff to students. City’s Sacramento START Program shall adhere to scope of services outlined in Attachment A and C for designated schools outlined in Attachment B.
- ii. City’s Sacramento START Program shall adhere to Attachment A Scope of Services; Attachment C After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

iii. City's SACRAMENTO START PROGRAM shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iv. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide district-level Area Specialist(s) to liaison with all participating schools. The Area Specialist(s) will work with the City of Sacramento, START Program supervisor to successfully facilitate all aspects of the after school programs, including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.

v. District shall provide overall management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, CITY shall invoice the District not to exceed **\$2,558,370.03** to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY shall provide documentation of at least 20% match of total contracted amount to the District. Pursuant to this agreement, CITY may not exceed 7.5% on administrative costs of specified school sites and zero percent on specified schools, as outlined in attachment B.

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

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

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

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through June 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

H. 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.

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

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

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

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

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

N. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest, Chief Business Officer  
Sacramento City Unified School District

**CITY OF SACRAMENTO:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Youth Engagement Services: Sacramento City USD and City's Sacramento START Program**  
**Scope of Services:**  
**Attachment A\***

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**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize CITY'S SACRAMENTO START PROGRAM in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of CITY'S SACRAMENTO START PROGRAM to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, CITY'S SACRAMENTO START PROGRAM site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

**CITY'S SACRAMENTO START PROGRAM shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Provide Before School Program at designated sites, program to operate 1.5 hours before school start as applicable.
3. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by CITY'S SACRAMENTO START PROGRAM and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
4. CITY'S SACRAMENTO START PROGRAM will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
5. CITY'S SACRAMENTO START PROGRAM will provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **CITY'S SACRAMENTO START PROGRAM shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. CITY'S SACRAMENTO START PROGRAM will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The CITY'S SACRAMENTO START PROGRAM shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.



12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
16. **Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
18. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
19. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
20. Act as liaison with parents in supporting the Family Literacy component
21. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

**ASES: Sacramento City USD and City's Sacramento START Program  
Attachment B: School Site Breakdown**

School Site Breakdown: \*highlighted orange are being closely monitored due to transitions and attendance.

School Name	Program	Contract Amount	Attendance Based on 177 days
Bret Harte Elementary	21st Century	\$35,437.50	36
Elder Creek Elementary	21st Century	\$92,172.00	93
Ethel Phillips Elementary	21st Century	\$65,610.00	61
Hollywood Park Elementary	21st Century	\$32,400.00	31
O. W. Erlewine Elementary	21st Century	\$20,250.00	20
Peter Burnett Elementary	21st Century	\$40,500.00	41
Tahoe Elementary	21st Century	\$25,312.50	25
Golden Empire Elementary	21st Century	\$43,200.00	41
David Lubin Elementary	ASES (12)	\$64,710.36	62
Golden Empire Elementary	ASES (12)	\$90,000.00	85
John Cabrillo Elementary	ASES (12)	\$90,000.00	85
Theodore Judah Elementary	ASES (12)	\$90,000.00	85
Theodore Judah Elementary	After School SCUSD	\$70,000.00	75
Bret Harte Elementary	Before School Base	\$27,675.00	42
Peter Burnett Elementary	Before School Base	\$27,675.00	42
Tahoe Elementary	Before School Base	\$27,675.00	42
<b>Up to 5% of administrative cost allowed</b>			
Abraham Lincoln Elementary	ASES (12)	\$104,062.50	85
Bret Harte Elementary	ASES (12)	\$120,712.50	98
Elder Creek Elementary	ASES (12)	\$262,449.79	214
Ethel Phillips Elementary	ASES (12)	\$104,062.50	85
Hollywood Park Elementary	ASES (12)	\$94,177.26	77
Hubert H. Bancroft Elementary	ASES (12)	\$89,910.00	73
James Marshall Elementary	ASES (12)	\$104,062.50	85
Mark Twain	ASES (12)	\$104,062.50	85

Elementary			
O. W. Erlewine Elementary	ASES (12)	\$104,062.50	85
Parkway Elementary	ASES (12)	\$115,370.63	94
Peter Burnett Elementary	ASES (12)	\$126,123.75	103
Pony Express Elementary	ASES (12)	\$104,062.50	85
Susan B. Anthony Elementary	ASES (12)	\$178,571.25	145
Tahoe Elementary	ASES (12)	\$104,062.50	85
Up to 7.5% of administrative cost allowed			

**Total Contract for 13-14      \$2,558,370.03**

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1-hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

**And**

**Boys and Girls Club of Greater Sacramento**

The Sacramento City Unified School District ("District") and the **Boys and Girls Club of Greater Sacramento** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2013 ("Effective Date") with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage Boys and Girls Club of Greater Sacramento to develop, maintain and sustain programs that offer support services to Leataata Floyd, Edward Kemble, Pacific, and Ethel I Baker Elementary Schools during the critical before and after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and Boys and Girls Club of Greater Sacramento will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century before and after school programs at Leataata Floyd, Edward Kemble, Pacific, and Ethel I Baker Elementary Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);
- ii. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse Boys and Girls Club of Greater Sacramento for direct services not to exceed \$476,534.21 to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School	Program	Funding Amount	TARGET based on 177 days
Ed Kemble	ASES	\$91,881.21	84
Ethel I Baker	21 <sup>st</sup> C	\$62,000.00	60
Leataata Floyd	ASES	\$85,158.00	84
Leataata Floyd	21 <sup>st</sup> C BS	\$25,000.00	42
Leataata Floyd	ASES	\$2,400	Training for staff
Pacific	ASES	\$95,095.00	86
Pacific	21 <sup>st</sup> C	\$90,000	85
Pacific	21 <sup>st</sup> C BS	\$25,000.00	42
		\$476,534.21	

The final installment shall not be invoiced by Boys and Girls Club of Greater Sacramento or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, Boys and Girls Club of Greater Sacramento shall provide documentation of \$95,106.84 in-kind match to the District.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Boys and Girls Club of Greater Sacramento shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Boys and Girls Club of Greater Sacramento 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 Boys and Girls Club of Greater Sacramento to the District.

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

that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through June 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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



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

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

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

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

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

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

DISTRICT:

By:

Ken Forrest  
Chief Business Officer  
Sacramento City Unified School District

Date

BOYS AND GIRLS CLUB OF GREATER SACRAMENTO:

By:

  
Authorized Signature

8/8/2013  
Date

Print Name:

Maureen Price

Title:

CEO

**ASP: Sacramento City USD and Boys and Girls Club of Greater Sacramento  
Scope of Services  
Attachment A\***

---

**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize Boys and Girls Club of Greater Sacramento in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of Boys and Girls Club of Greater Sacramento to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, Boys and Girls Club of Greater Sacramento site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

**BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Provide a comprehensive before school academic, enrichment and recreation program at least 1.5 hour before school at designated schools. Program elements shall also include health and wellness.
3. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by Boys and Girls Club of Greater Sacramento and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
4. Boys and Girls Club of Greater Sacramento will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
5. Boys and Girls Club of Greater Sacramento will provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Boys and Girls Club of Greater Sacramento shall maintain at least 85% of targeted attendance for the school site for the entire school year.
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. Boys and Girls Club of Greater Sacramento will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The Boys and Girls Club of Greater Sacramento shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
16. **Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
18. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
19. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
20. Act as liaison with parents in supporting the Family Literacy component
21. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
  - Involving youth in the decision-making process when appropriate
  - Encouraging youth civic engagement
  - Incorporating character education
8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

**And**

**New Hope Community Development Corporation**

The Sacramento City Unified School District (“District”) and the **New Hope Community Development Corporation** (“New Hope”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2013 “Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage New Hope to develop, maintain and sustain programs that offer support services to Sol Aureus College Preparatory Independent Charter School and William Land Elementary Schools during the critical before and after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and New Hope will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) at Sol Aureus College Preparatory Independent Charter School and 21<sup>st</sup> Century before school program at William Land Elementary Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i NEW HOPE shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. NEW HOPE shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse NEW HOPE for direct services not to exceed \$128,106.00 to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School	Program	Funding Amount	TARGET based on 177 days
Sol Aureus College Preparatory	ASES	\$87,480.00	81
William Land	21 <sup>st</sup> C BS	\$40,626.00	62
Total		\$128,106.00	

The final installment shall not be invoiced by NEW HOPE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NEW HOPE shall provide documentation of \$25,621.20 in-kind match to the District. District.

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

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

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

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through June 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.



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

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

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

J. 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.

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

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest  
Chief Business Officer  
Sacramento City Unified School District

**NEW HOPE:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASES: Sacramento City USD and New Hope**  
**Scope of Services:**  
**Attachment A\***

---

**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize NEW HOPE in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of NEW HOPE to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, NEW HOPE site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

**NEW HOPE shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Provide a comprehensive before school academic, enrichment and recreation program at least 1.5 hour before school at designated schools (William Land). Program elements shall also include health and wellness.
3. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by NEW HOPE and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
4. NEW HOPE will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
5. NEW HOPE will provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **NEW HOPE shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. NEW HOPE will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The NEW HOPE shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.

13. Communicate progress of project/partnership development on a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
16. Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
18. Provide annually in-kind support and direct services totaling approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
20. Act as liaison with parents in supporting the Family Literacy component
21. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

## **Expectations for SCUSD Before and After School Programs**

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES****Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

**And****City of Sacramento, Teen Services**

The Sacramento City Unified School District (“District”) and the City of Sacramento, **TEEN SERVICES, PASSAGES Program** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2013 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage City of Sacramento, PASSAGES Program to develop, maintain and sustain programs that offer support services to Sam Brannan Middle Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and PASSAGES Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs at Sam Brannan Middle School during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay City of Sacramento, PASSAGES Program not to exceed \$105,000 to be made in installments upon receipt of properly submitted invoices.



Breakdown:

- Sam Brannan Middle School (111 students) \$105,000

The final installment shall not be invoiced by PASSAGES Program or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, PASSAGES Program shall provide documentation of \$21,000 in-kind match to the District.

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

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

E. Fingerprinting Requirements. District has determined that services performed under this Agreement will result in contact with students. City of Sacramento, PASSAGES Program shall obtain fingerprinting and TB clearance for all employees before services can begin. City of Sacramento, PASSAGES Program will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from July 1<sup>st</sup>, 2013, through June 30, 2014. Either Party may terminate this Contract with cause upon written notice of intention to terminate for cause with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to:

City of Sacramento, Teen Services PASSAGE Program  
c/o Kim Mohler  
Recreation Superintendent  
City of Sacramento Department of Parks and Recreation  
5699 S. Land Park Drive  
Sacramento, CA 95822  
(916) 808-8378

If to: Sacramento City Unified School District  
c/o Youth Engagement Services  
Serna Center  
5735 47th Avenue, Box 767  
Sacramento, CA 95824

A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or

property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

H. 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.

I. Assignment. This Agreement is made by and between City of Sacramento, Teen Services PASSAGES Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest  
Chief Business Officer  
Sacramento City Unified School District

**CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ASES: Sacramento City USD and City of Sacramento, PASSAGES Program

### Scope of Services:

#### Attachment A\*

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#### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.

#### CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall maintain at least 85% of targeted attendance for the school site for the entire school year.
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. **Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
18. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.
9. Provide teachers to deliver after school tutoring the first hour of the program for a minimum of 10 hours per week.
10. Provide afterschool program staff with computer and telephone access.

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1-hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
  - Involving youth in the decision-making process when appropriate
  - Encouraging youth civic engagement
  - Incorporating character education
8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services**

And

**Roberts Family Development Center**

The Sacramento City Unified School District ("District") and the **Roberts Family Development Center** ("RFDC") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective August 1, 2013 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage RFDC to develop, maintain and sustain programs that offer support services students in Marina Vista and Meadow Glen Community area that services Leataataa Floyd, Edward Kemble, Cesar Chavez, John Sloat, and John Still K-8 Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and RFDC will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. RFDC shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);
- ii. RFDC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required at minimum 85% of said target, District shall reimburse RFDC up to \$144, 248.75, based on 177



days and summer program to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of \$28,849.75 in-kind match to the District.

School	Program	Contract Amount	# of Students
Leataata Floyd: Marina Vista Community Program	21C	\$84,037.50	80
Leataata Floyd: Marina Vista Community Summer Program	21C Supplemental Summer	\$25,211.25	65
Cesar Chavez, John Sloat, John Still, Edward Kemble Community Program: Meadow Glen	21C	\$35,000.00	40
Total		\$144,248.75	

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

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

E. Fingerprinting Requirements. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. RFDC at its sole cost and expense shall obtain or pay for fingerprinting and TB clearance for all of RFDC's employees before services can begin. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Prohibition against Recruiting or Soliciting Students to Enroll in Supplemental Educational Services Offered by RFDC.

RFDC has contracted with the District to provide Supplemental Educational Services ("SES") to District students. The term SES means:

“additional academic instruction designed to increase the academic achievement of students in low-performing schools.” These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the District and are aligned with the State of California academic content standards. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section (1116)(e)(12)(C)]

RFDC and its officers, employees, contractors, volunteers and other representatives shall not recruit or solicit students to enroll in SES offered by RFDC to District students *enrolled through ASES except through coordinated efforts with the District through such activities as Provider Fairs and information packets*. The phrase “recruit and solicit students” shall include, but shall not be limited to, distributing SES applications to students and/or their parents or guardians.

G. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through August 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

J. 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.

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

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest, Chief Business Officer  
Sacramento City Unified School District

**RFDC :**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASES: Sacramento City USD and RFDC  
Scope of Services  
Attachment A\***

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**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize RFDC in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of RFDC to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Provide after school snack consistent with requirements of USDA.
9. Help recruit students into the Program and provide the Program access to parents of participating students.
10. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
11. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.
12. Meet monthly with the District contact person, RFDC site liaison and site administrator to identify program needs, successes, and assistance needed.

**RFDC shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include up to one hour of homework and tutoring assistance daily from school closure until 6:00 PM at Marina Vista Community area for 84 students. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by RFDC and adjustments made to ensure that the **program maximizes all funding reimbursements not exceeding available funding.**
3. Maintain and provide to the District monthly attendance and program activities records.
4. RFDC will provide an End of Year report on status of all outcomes and objectives.
5. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
6. Develop special activities or field trips for the sites individually and collectively. The RFDC shall obtain prior District approval, prior parental permission for students' participation in RFDC -sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
7. Attend and provide monthly reports at the Youth Engagement Advisory Board meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
8. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
9. Have lead program manager attend minimally monthly professional development with District
10. Communicate progress of project/partnership development on a timely and consistent manner to the District
11. Communicate new partnership opportunities with the District.
12. Provide at least one full time program manager that is employed until end of contract 8/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.
13. Utilize an identified assessment tool to assess and evaluation quality of programs as the monitoring and evaluation device on a monthly basis.
14. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
15. Act as liaison with parents in supporting the Family Literacy component
16. Other areas as agreed upon by both parties,

## **Expectations for SCUSD Before and After School Programs**

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services**

And

**TARGET EXCELLENCE**

The Sacramento City Unified School District ("District") and the Target Excellence ("TE") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective August 1<sup>st</sup>, 2013 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage TE to develop, maintain and sustain programs that offer support services to Albert Einstein and Rosa Parks Middle Schools, Cesar Chavez, Ethel I Baker and John Sloat Elementary Schools, and American Legion High School during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and TE will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at abovementioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. TE shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);
- ii. TE shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored after school professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.



B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse TE up to **\$703,828.15** to be made in installments upon receipt of properly submitted invoices.

Breakdown:

School	Program	Funding Amount	TARGET based on 177 days
Albert Einstein	ASES	\$95,025.65	92
American Legion	ASSETS 21 <sup>st</sup> C	\$75,600.00	65
Cesar Chavez	21 <sup>st</sup> C	\$30,375.00	31
Cesar Chavez	ASES	\$90,000.00	85
Ethel I Baker	21 <sup>st</sup> BS	\$27,000.00	42
Ethel I Baker	21 <sup>st</sup> C	\$27,500.00	30
Ethel I Baker	ASES	\$94,477.50	91
John Sloat	21 <sup>st</sup> C	\$30,375.00	31
John Sloat	ASES	\$95,625.00	85
Rosa Parks	21 <sup>st</sup> C	\$28,350.00	30
Rosa Parks	ASES	\$109,500.00	115
<b>Total Contract</b>		<b>\$703,828.15</b>	

The final installment shall not be invoiced by TE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, TE shall provide documentation of \$ \$140,765.63 in-kind match to the District.

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

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

E. Fingerprinting Requirements. TE agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. TE at its sole cost and expense shall obtain or pay for fingerprinting and TB clearance for all of TE's employees before services can begin. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, TE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Prohibition against Recruiting or Soliciting Students to Enroll in Supplemental Educational Services Offered by TE.

TE has contracted with the District to provides Supplemental Educational Services (“SES”) to District students. The term SES means:

“additional academic instruction designed to increase the academic achievement of students in low-performing schools.” These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the District and are aligned with the State of California academic content standards. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section (1116)(e)(12)(C)]

Target Excellence and its officers, employees, contractors, volunteers and other representatives shall not recruit or solicit students to enroll in SES offered by Target Excellence to District students immediately before, during, and immediately after the after school program. The phrase “recruit and solicit students” shall include, but shall not be limited to, distributing SES applications to students and/or their parents or guardians.

G. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through June 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. TARGET EXCELLENCE shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or the willful misconduct of TARGET EXCELLENCE, any subcontractor, anyone directly or indirectly employed by TARGET EXCELLENCE or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless TARGET EXCELLENCE , including the officers, employees, agents, and volunteers of TARGET EXCELLENCE , from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or the willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of TARGET EXCELLENCE .

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

J. 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.

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

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_  
Ken Forrest, Chief Business Officer      Date  
Sacramento City Unified School District

TE :

By: \_\_\_\_\_  
Authorized Signature      Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASES: Sacramento City USD and TE**  
**Scope of Services**  
**Attachment A\***

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**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize TE in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of TE to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Provide after school snack consistent with requirements of USDA.
9. Help recruit students into the Program and provide the Program access to parents of participating students.
10. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
11. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.
12. Meet monthly with the District contact person, TE site liaison and site administrator to identify program needs, successes, and assistance needed.

**TE shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include up to one hour of homework and tutoring assistance daily from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by TE and adjustments made to ensure that the **program maximizes all funding reimbursements not exceeding available funding.**
3. Maintain and provide to the District monthly attendance and program activities records.
4. TE will provide an End of Year report on status of all outcomes and objectives.
5. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
6. Develop special activities or field trips for the sites individually and collectively. The TE shall obtain prior District approval, prior parental permission for students' participation in TE -sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
7. Attend and provide monthly reports at the Youth Engagement Advisory Board meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
8. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
9. Have lead program manager attend minimally monthly professional development with District
10. Communicate progress of project/partnership development on a timely and consistent manner to the District
11. Communicate new partnership opportunities with the District.
12. **Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.**
13. Utilize an identified assessment tool to assess and evaluation quality of programs as the monitoring and evaluation device on a monthly basis.
14. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
15. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
16. Act as liaison with parents in supporting the Family Literacy component
17. Other areas as agreed upon by both parties,

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

And

**CENTER FOR FATHERS AND FAMILIES**

The Sacramento City Unified School District ("District") and the **CENTER FOR FATHERS AND FAMILIES** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2013 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage **CENTER FOR FATHERS AND FAMILIES** to develop, maintain and sustain programs that offer support services to Isador Cohen, HW Harkness, and Father Keith B. Kenney K-8 and elementary Schools during the critical before and after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and **CENTER FOR FATHERS AND FAMILIES** will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century and after school programs at Isador Cohen, HW Harkness, and Father Keith B. Kenney Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. **CENTER FOR FATHERS AND FAMILIES** shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. **CENTER FOR FATHERS AND FAMILIES** shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse **CENTER FOR**



FATHERS AND FAMILIES for direct services not to exceed \$362,350.00, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target (177 days)
21st Century	Isador Cohen Elementary	\$30,375.00	31
ASES (12)	Father Keith B. Kenny Elementary	\$111,600.00	105
ASES (12)	H. W. Harkness Elementary	\$104,500.00	98
ASES (12)	Isador Cohen Elementary	\$88,875.00	85
Before School	Isador Cohen Elementary	\$27,000.00	41

The final installment shall not be invoiced by CENTER FOR FATHERS AND FAMILIES or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CENTER FOR FATHERS AND FAMILIES shall provide documentation of \$72,470.00 in-kind match to the District.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, CENTER FOR FATHERS AND FAMILIES shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. CENTER FOR FATHERS AND FAMILIES 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 CENTER FOR FATHERS AND FAMILIES to the District.

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

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through June 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

K. Entire Agreement. This Agreement constitutes the entire agreement between

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest  
Chief Business Officer  
Sacramento City Unified School District

**CENTER FOR FATHERS AND FAMILIES:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASP: Sacramento City USD and CENTER FOR FATHERS AND FAMILIES**  
**Scope of Services**  
**Attachment A\***

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**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize CENTER FOR FATHERS AND FAMILIES in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of CENTER FOR FATHERS AND FAMILIES to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, CENTER FOR FATHERS AND FAMILIES site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

**CENTER FOR FATHERS AND FAMILIES shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by CENTER FOR FATHERS AND FAMILIES and adjustments made to **ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. CENTER FOR FATHERS AND FAMILIES will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. CENTER FOR FATHERS AND FAMILIES will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **CENTER FOR FATHERS AND FAMILIES shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. CENTER FOR FATHERS AND FAMILIES will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The CENTER FOR FATHERS AND FAMILIES shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.

12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
18. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
  - Involving youth in the decision-making process when appropriate
  - Encouraging youth civic engagement
  - Incorporating character education
8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.



**AGREEMENT FOR SERVICES****Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

**And**

**SACRAMENTO CHINESE COMMUNITY SERVICE CENTER**

The Sacramento City Unified School District (“District”) and the **SACRAMENTO CHINESE COMMUNITY SERVICE CENTER** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2013 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to develop, maintain and sustain programs that offer support services to AM Winn, Camellia Basic, Caroline Wenzel, Earl Warren, John Bidwell, John Still K-8, Martin Luther King, Nicholas, and Woodbine Elementary Schools and California and Will C. Wood Middle Schools; and Luther Burbank, John F. Kennedy, CK McClatchy, Rosemont and Hiram Johnson High Schools during the critical before and after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century before and after school programs at abovementioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target based on 177days, District shall reimburse SACRAMENTO CHINESE COMMUNITY SERVICE CENTER for direct services not to exceed \$2,079,988.25 to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School	Funding Amount	TARGET # of students
ASES	A. M. Winn Elementary	\$104,400.00	98
21st C	A. M. Winn Elementary	\$20,250.00	20
ASES	California Middle	\$107,892.00	113
ASES	Camellia Elementary	\$92,250.00	85
21st C	Caroline Wenzel Elementary	\$94,122.00	84
ASES	Earl Warren Elementary	\$84,375.00	85
21st C	Earl Warren Elementary	\$45,562.50	46
AFTER SCHOOL YES	Earl Warren Elementary	\$50,000.00	60
ASES	John Bidwell Elementary	\$84,375.00	85
21st C	John Bidwell Elementary	\$30,375.00	31
ASES	John H. Still	\$18,560.25	19
21st C	John H. Still	\$20,250.00	20
ASES	John H. Still	\$105,000.00	113
ASES	Martin Luther King, Jr.	\$88,875.00	85
21st C	Martin Luther King, Jr.	\$93,001.50	85
ASES	Nicholas Elementary	\$89,505.00	86
21st C	Nicholas Elementary	\$85,731.00	86
ASES	Woodbine Elementary	\$95,625.00	85
21st C	Woodbine Elementary	\$31,590.00	31
ASES	Will C. Wood Middle School	\$107,000.00	113
21st C ASSETS	CK McClatchy	\$110,000.00	240

21st C ASSETS	Luther Burbank	\$110,000.00	240
21st C ASSETS	Hiram Johnson	\$110,000.00	240
21st C ASSETS	Rosemont	\$110,000.00	240
21st C ASSETS	JFK	\$110,000.00	240

21st C BS	A. M. Winn Elementary	\$26,937.00	42
21st C BS	Earl Warren Elementary	\$26,937.00	42
21st C BS	Nicholas Elementary	\$27,375.00	42

The final installment shall not be invoiced by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall provide documentation of \$415,997.65 in-kind match to the District.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER 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 SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to the District.

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

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through June 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

K. Entire Agreement. This Agreement constitutes the entire agreement between

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest  
Chief Business Officer  
Sacramento City Unified School District

**SACRAMENTO CHINESE COMMUNITY SERVICE CENTER:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASP: Sacramento City USD and SACRAMENTO CHINESE COMMUNITY SERVICE CENTER**  
**Scope of Services**  
**Attachment A\***

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**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize SACRAMENTO CHINESE COMMUNITY SERVICE CENTER in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

**SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Provide Before School Program at designated sites, program to operate 1.5 hours before school start.
3. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and adjustments made to **ensure that the program maximizes all funding reimbursements not exceeding available funding.**
4. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
5. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
16. Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
18. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
19. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
20. Act as liaison with parents in supporting the Family Literacy component
21. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.



## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1-hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
  - Involving youth in the decision-making process when appropriate
  - Encouraging youth civic engagement
  - Incorporating character education
8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

**And  
THINK TOGETHER**

The Sacramento City Unified School District (“District”) and the **THINK TOGETHER** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2013 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage THINK TOGETHER to develop, maintain and sustain programs that offer support services to William Land Elementary School and Kit Carson Middle School during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and THINK TOGETHER will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at William Land Elementary School and Kit Carson Middle School during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**A. Roles and Responsibilities.**

i THINK TOGETHER shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. THINK TOGETHER shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

**B. Payment.** For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse THINK

TOGETHER for direct services not to exceed \$299,522.50 to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Grant Definition	School Name	Max Contract Amount	Attendance Target
ASES (12)	Kit Carson Middle	\$80,325.00	71
21st (71)	William Land Elementary	\$84,037.50	80
ASES (12)	William Land Elementary	\$110,160.00	100
SCUSD	William Land Elementary	\$25,000.00	60

The final installment shall not be invoiced by THINK TOGETHER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, THINK TOGETHER shall provide documentation of \$ 59,904.50 in-kind match to the District.

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

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

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

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2013, through June 30, 2014. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt;

Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

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

- L. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.
- M. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- N. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest  
Chief Business Officer  
Sacramento City Unified School District

**THINK TOGETHER:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ASP: Sacramento City USD and THINK TOGETHER

### Scope of Services

#### Attachment A\*

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##### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize THINK TOGETHER in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of THINK TOGETHER to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, THINK TOGETHER site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

##### THINK TOGETHER shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by THINK TOGETHER and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. THINK TOGETHER will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. THINK TOGETHER will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **THINK TOGETHER shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. THINK TOGETHER will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The THINK TOGETHER shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.



14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. Provide at least one full time program manager per program that is employed until end of contract 6/30/14 and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
18. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
  - Involving youth in the decision-making process when appropriate
  - Encouraging youth civic engagement
  - Incorporating character education
8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services**

**And**

**City Year Sacramento**

The Sacramento City Unified School District (“District”) and the **CITY YEAR SACRAMENTO** (“CITY YEAR ”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 30<sup>th</sup>, 2013 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage CITY YEAR to develop, maintain and sustain programs that offer support services to Leataataa Floyd, Father Keith B. Kenny, Oakridge, Rosa Parks and Fern Bacon schools students in the Sacramento City Unified School District, during the critical before, during, and after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, City Year will work with the District and District’s selected schools to implement City Year’s research-based Whole School, Whole Child Model (“the Model”) as described in Appendix A. City Year recruits, prepares and leads diverse AmeriCorps members aged 17 to 24 years for ten months of full time service in schools as near-peer tutors, mentors and role models to help students stay on track to graduation. Corps Members will be placed in five low-performing schools, selected by the District, to serve in conjunction with school staff and members of the school community to help improve student attendance, behavior and coursework through academic support, attendance monitoring and incentives, positive behavior support, extended day programming and school-wide programs and events (collectively, “student achievement and success”).

WHEREAS, District and CITY YEAR will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at the abovementioned schools throughout the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CITY YEAR shall adhere to scope of services outlined in SCUSD Terms and conditions. CITY YEAR shall work collaboratively with the SCUSD Youth Development on a plan for the priority schools- Leataata Floyd and Marina Vista community after school program, Father Keith B. Kenny, Oakridge, Rosa Parks and Fern Bacon schools; CITY YEAR shall provide assist in providing after school at each site consisting of being onsite every in session school day until 6:00 PM; CITY YEAR shall maintain students to enhance and increase the numbers in the after school programs; CITY Year shall be instrumental in the overall planning and coordination of the after school programs; CITY YEAR and DISTRICT will adhere to the mutually developed CITY YEAR and SCUSD Agreement- Attachment A; CITY YEAR and DISTRICT will adhere to Attachment B; CITY YEAR and DISTRICT will adhere to scope in the attached City Year agreement.

ii. District shall work collaboratively on a plan for the school year and the specific schools. The parties shall create a communication plan, guidelines, etc. to provide direction of services to other stakeholders. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay CITY YEAR \$600,000.00, to be made in four equal quarterly installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY YEAR or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY YEAR shall provide documentation of \$120,000 in-kind match to the District.

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

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

E. Fingerprinting and TB Requirements. CITY YEAR agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. City Year at its sole cost and expense shall obtain or pay for fingerprinting and TB clearance for all of City Year's employees before services can begin. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY YEAR agrees to provide a replacement employee based on the City Year recruiting schedule receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from August 30<sup>th</sup>, 2013, through June 30, 2014. Either Party may terminate this Contract without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

J. 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.

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

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ken Forrest, Chief Business Officer  
Sacramento City Unified School District

**CITY YEAR:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Attachment A\*

### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required by grantor.
2. Recognize CITY YEAR in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of CITY YEAR to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
11. Help coordinate custodial and storage needs of the Program.
12. Meet monthly with the District contact person, CITY YEAR site liaison and site administrator to identify program needs, successes, and assistance needed.

### CITY YEAR shall:

1. Partner with site primary provider to provide a comprehensive after school academic, enrichment and recreation program to include up to one hour of homework and tutoring assistance daily from school closure until 6:00 PM at specific schools meeting the target # of students. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Maintain and provide to the District monthly progress and program activities records.
3. CITY YEAR will provide an End of Year report on status of all outcomes and objectives.
4. Develop special activities or field trips for the sites individually and collectively. The CITY YEAR shall obtain prior parental permission for students' participation in CITY YEAR -sponsored field trips and excursions, and obtain prior permission from the school site principal or Youth Engagement Services team meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
5. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
6. Communicate progress of project/partnership development on a timely and consistent manner to the District
7. Communicate new partnership opportunities with the District.
8. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
9. Provide a site lead and sufficient staffing to maintain a 20:1 student/staff ratio.
10. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
11. Act as liaison with parents in supporting the family and community engagement
12. Other areas agreed upon and specified in the program plan.

### School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  8. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.