



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

**Meeting Date:** August 7, 2014

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

**Documents Attached:**

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

<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> José L. Banda, Superintendent

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

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>YOUTH DEVELOPMENT</u></b>		
A15-00011 California Department of Education	7/1/14 – 6/30/15: Foster Youth Services Core District Program Grant. Foster youth receive direct services, including tutoring, counseling, emancipation and transitional services, and enrollment/placement support. Over 300 youth are served at any given time and approximately 600 over the course of a year. Services are coordinated with other county-wide and core district programs to better serve the transient foster youth population.	\$284,942 No Match
A15-00012 California Department of Education	7/1/14 – 6/30/15: After School Education and Safety (ASES) Program Grant. Components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide safe and constructive alternatives for students at 48 elementary and middle school sites.  <u>Sites:</u> Abraham Lincoln, A.M. Winn, Bret Harte, Elder Creek, Ethel Philips, Fr. Keith B. Kenny, Hollywood Park, Hubert Bancroft, Isador Cohen, James Marshall, Mark Twain, O.W. Erlewine, Parkway, Peter Burnett, Pony Express, Susan B. Anthony, Tahoe, Washington, William Land, Bowling Green, Camellia Basic, Cesar Chavez, David Lubin, Earl Warren, Edward Kemble, Ethel I. Baker, Freeport, Golden Empire, H.W. Harkness, John Bidwell, John Cabrillo, John Sloat, Leataata Floyd, Martin Luther King, Nicholas, Oak Ridge, Pacific, Theodore Judah, Woodbine, Albert Einstein, California Middle, Fern Bacon, Rosa Parks, Sam Brannan, John Still, Kit Carson, Will C. Wood, PS7.	\$6,193,030 No Match

**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>ADULT EDUCATION</u></b>		
SA15-00005 California Fire Fighter Joint Apprenticeship Committee	7/1/14 – 6/30/15: Agreement for Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Business and Education Center. Apprenticeship funding for RSI is provided by California Department of Education for 40,056 hours at \$5.04 per hour. The district retains 10% of the revenue generated by attendance in the program.  <u>Strategic Plan:</u> Aligns with Pillar II, Family and Community Engagement, and Pillar III, Organizational Transformation, by providing apprenticeship training to fire fighters and supporting teaching and learning. This is a long standing program at Charles A. Jones Business and Education Center.	\$181,694 Adult Education Funds
<b><u>HEALTH SERVICES</u></b>		
SA15-00080 K-12 Health	9/2/14 – 6/30/15: Provide mandated hearing and vision screening services and reports as needed for students in Grades 1 – 10.  <u>Strategic Plan:</u> Aligns with Pillar I, Career and College Ready Students, by providing screenings and holistic assessments that will ensure the health of each student.	\$84,500 General Funds
<b><u>TECHNOLOGY SERVICES</u></b>		
SA15-00053 Digital Deployment	7/1/14 – 6/30/15: Web hosting services for 84 school sites and one district office, per proposal submitted in response to Request for Proposals for Web Hosting Services issued in February 2014. 97% of the cost of these services is E-Rate eligible (hosting, maintenance, security upgrades, feature upgrades, and service-level agreement for website support). District will pay 3% of this cost, or \$2,880.  <u>Strategic Plan:</u> Aligns with Pillar III, Organizational Transformation, by providing the digital resources in the organization to support teaching and learning.	\$96,000 General Funds

**APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Elder Creek Elementary Father Keith B. Kenny K-8 Health Prof High School Hiram Johnson High School John Sloat Elementary Leataata Floyd Elementary Martin L. King, Jr. K-8 Luther Burbank High School Rosemont High School Woodbine Elementary School	None	Recycle
Audio/Visual Equipment	Father Keith B. Kenny K-8 Luther Burbank High School Hiram Johnson High School	None	Recycle
Camera Equipment (Obsolete)	Central Printing	None	Surplus

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
AJ's Landscape Construction	Concrete Replacement in Quad Area at Luther Burbank High School	July 23, 2013

**AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**And**  
**CALIFORNIA FIRE FIGHTER JOINT APPRENTICESHIP COMMITTEE**

This agreement entered into this 1<sup>st</sup> day of July 2014, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CFFJAC".

WHEREAS, the CFFJAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CFFJAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CFFJAC.

NOW THEREFORE, the parties agree:

**ARTICLE I – TERM OF AGREEMENT**

The term of this agreement shall be July 1, 2014 through June 30, 2015.

**ARTICLE II – RESPONSIBILITY OF DISTRICT**

1. The District agrees to participate in a training program for eligible apprentices in the CFFJAC.
2. The District shall contract with the CFFJAC for all instructional and training services provided in accordance with the CFFJAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 40,056 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CFFJAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CFFJAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CFFJAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CFFJAC within 30 days of receiving a CFFJAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

### **ARTICLE III – RESPONSIBILITY OF CFFJAC**

1. The CFFJAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CFFJAC. The CFFJAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CFFJAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CFFJAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CFFJAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

### **ARTICLE IV – MISCELLANEOUS**

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District  
Attn: Donna Philp, Coordinator III  
5451 Lemon Hill Avenue  
Sacramento, CA 95824

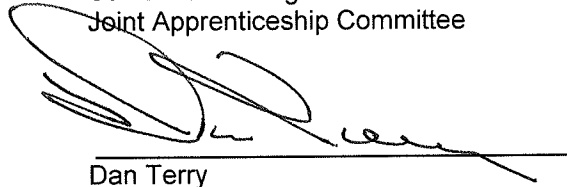
California Fire Fighter Joint Apprenticeship Committee  
Attn: Yvonne de la Peña, Program Director  
1780 Creekside Oaks Drive  
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CFFJAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CFFJAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CFFJAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CFFJAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Fire Fighter  
Joint Apprenticeship Committee



\_\_\_\_\_  
Ken A. Forrest  
Chief Business Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dan Terry  
Chair  
Date: 7/18/14



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## SERVICES AGREEMENT

**Date:** July 1, 2014 **Place:** Sacramento, California

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

Web hosting services which includes hosting, maintenance, security updates, feature upgrades, and a service-level agreement for website support, per proposal dated March 11, 2014.

### ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2014, and continue through June 30, 2015, 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:





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**Flat Rate:** The total payment to Contractor, including travel and other expenses, shall be Ninety Six Thousand Dollars (\$96,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Gabe Ross, Chief Communications Officer, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

#### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

#### **ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT**

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

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

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

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

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



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

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

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

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

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

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

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage 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.



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### **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: Kimberly Teague, Contract Specialist

Contractor:  
Digital Deployment  
2321 P Street, First Flr  
Sacramento, CA 95816  
Attn: Mac Clemmens

### **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.



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**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**

**DIGITAL DEPLOYMENT**

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

By: \_\_\_\_\_  
Mac Clemmens, CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
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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Mac Clemmens, CEO

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Date

**SERVICE AGREEMENT  
BETWEEN  
K12 HEALTH  
AND  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

This Service Agreement is between K12 Health (hereinafter referred to as "Contractor") and Sacramento City Unified School District (hereinafter referred to as the "District").

**Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has the 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 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 I. SERVICES**

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

- Hearing Screening: Grades 1, 2, 5, 8, 10 (per waiver)
- Follow-up Hearing Screening within 2-6 weeks of initial screening
- Vision Screening: Grades 1, 3, 6, 8
- Preparation of parent/guardian notification letters regarding failed vision/hearing
- Final report for school within five days of screening completion
- Record results and provide to client via excel spreadsheet

## **Article II. TERM**

This Agreement shall commence on September 2, 2014, and continue through June 30, 2015, 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 III. PAYMENT**

The District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

**Flat Rate:** The total payment to Contractor, including travel and other expenses, shall be Eighty-Four Thousand, Five Hundred Dollars (\$84,500).

Fee includes services of the following staff:

- school audiometrist
- clerical and vision support
- RN providing oversight and care management

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Student Support and Health Services, Sacramento City Unified School District, P.O. Box 246870, Sacramento, CA 95824-6870.

## **Article IV. EQUIPMENT AND FACILITIES**

The District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, the District shall not be responsible for, nor will it be required to, provide personnel to accomplish the duties and obligations of the Contractor under this Agreement.

## **Article V. 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 the 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



#### **Article V. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT (cont'd.)**

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, the 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 the Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance, and distribution of the matters, for any purpose in any medium.

#### **Article VI. INDEPENDENT CONTRACTOR**

The Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor, and all of its 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 its 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.

#### **Article VII. 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, the 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.

## **Article VII. FINGERPRINTING REQUIREMENTS (cont'd.)**

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

## **Article VIII. 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 fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees, or subcontractors.

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

## **Article IX. INSURANCE**

Prior to commencement of services, and during the life of this Agreement, the 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. The Contractor will also provide written endorsement to such policy naming the 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 the District shall be excess and noncontributory". If insurance is not kept in force during the entire term of the Agreement, the District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

## **Article X. 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 the Contractor, or no later than three days after the day of mailing, whichever is sooner.

**Article X. TERMINATION (cont'd.)**

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 bankrupt; the 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, whoever is sooner.

**Article XI. 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 XII. NOTICES**

Any notices, requests, demands or other communications 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  
P.O. Box 246870  
Sacramento, CA 95824-6870  
Attn: Student Support & Health Services Dept.

Contractor:

K12 Health  
13389 Folsom Blvd., Ste 300-125  
Folsom, CA 95630  
Attn: Marianne Akerland, President

### **Article XIII. 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 XIV. 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. The 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, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

### **Article XV. NONDISCRIMINATION**

It is the policy of the District in connection with all services performed under contract that 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. The Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

### **Article XVI. 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 fullest extent permitted by law.

### **Article XVII. 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 XVIII. 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 XIX. 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**

**K12 HEALTH**

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

By: \_\_\_\_\_  
Marianne Akerland  
President

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

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

## EXHIBIT A

### SCUSD AND K12 HEALTH AGREE TO THE FOLLOWING:

1. Screening Environment
  - a. The screening environment is very important. The area must be reasonably quiet and have good lighting. The screening site should be selected during school hours so that noise problems can be identified. The site should be away from stairs, windows, street noise, hall traffic, cafeterias, gyms, heating/cooling vents and equipment, bathrooms, play areas and machine rooms, etc. Sound treated areas sometimes are available in school libraries and in band or music rooms. These areas should be utilized when available.
  - b. Noise levels in the test environment will be checked by the contractor prior to any hearing screening procedure. If an appropriately quiet test environment is not provided, or noise levels become & remain too high during the screening, the screening procedure will not be implemented and the testing will be discontinued.
2. Equipment
  - a. SCUSD will ensure that the screening room will have at least two tables, (approximately 3' x 4' minimum), three chairs for contractor and staff, ample chairs for students and school staff, and an electrical outlet.
3. Record Keeping
  - a. SCUSD will be responsible to transfer information from contractor regarding screening results to the child's permanent record.
  - b. SCUSD agrees to distribute letters to caregiver(s) and staff.
  - c. SCUSD will prepare a roster of each classroom to be screened at least one week prior to the screening date (an Excel spreadsheet is preferred).
4. Schedule
  - a. SCUSD is responsible for developing the screening day schedule and determining the time and order of classes to be screened. The room must be set-up and ready for screening by 7:45 am.
  - b. SCUSD will ensure that at least one adult person at each school will be responsible for organizing and maintaining a steady flow of students to be tested. This person will be responsible for bringing students, in alphabetical order, to the screening room. Students must remain quiet while waiting.
  - c. SCUSD shall ensure K12 Health has internet access in screening room.