



REQUEST FOR PROPOSALS

For

EMPLOYEE BENEFITS INSURANCE BROKER

AND CONSULTING SERVICES

Request for Proposals Issued: October 6, 2011

Deadline for Submittal of Proposals: November 4, 2011

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS FOR EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES

I. BACKGROUND

The Sacramento City Unified School District (SCUSD) is located in the state capital of California. Sacramento is in the heart of the historic gold country, with equal access to the mountains, ocean and the San Francisco bay area.

Sacramento City Unified School District serves the residents of the City of Sacramento. Founded in 1849, the City of Sacramento is the oldest incorporated city in California with an estimated population of 486,189 in 2010. The 2011-12 projected student K-12 enrollment for SCUSD is 47,897. This enrollment number includes all charter schools.

Located in Sacramento County, SCUSD is the 12th largest school district in the State of California in terms of student enrollment. The district provides educational services to the residents in and around the City of Sacramento. The district operates under the jurisdiction of the Superintendent of Schools of Sacramento County, although the district has attained "fiscal accountability" or financial independence, which means the district is able to act independently from the County Office, but is still subject to certain County oversight issues, such as the review and approval of the district's annual operating budget.

A Board consisting of seven members governs SCUSD. Their responsibility is to represent the voters of the district in policy making and budgetary decisions as provided by the laws of the State of California. In November 2006, Sacramento voters approved creating seven trustee (Board of Education) areas for electing SCUSD Governing Board members. Voters also specified that each Governing Board member be elected from a trustee area by registered voters residing in the area. Board member candidates must reside in the trustee area for which they are running for election. Board members serve four-year terms and may be re-elected. The district appoints one student Board member per year to serve one year as the voice of the students.

There are approximately 4,300 benefitted employees and 3,300 retirees (not including their qualified dependents) participating in the SCUSD Health Insurance Program. Eligibility for benefits is determined by resolution or labor agreement with the representative employee bargaining units. There are five bargaining units representing the majority of employee classifications within the SCUSD: Sacramento Teachers Association (SCTA), Service Employees International Union (SEIU), Teamsters, United Professional Educators (UPE), Classified Supervisors Association (CSA) and unrepresented group (Confidential, Management and Supervisors).

Sacramento City Unified School District strives to provide employee benefit programs that best meet the needs of employees, retirees, their dependents and SCUSD, and to assist participants in utilizing their plans effectively.

II. PROJECT OVERVIEW

The SCUSD requests proposals from qualified licensed brokers to provide consulting and insurance brokerage services for SCUSD's current and future employee benefits, including group medical (includes

prescription coverage), dental, vision, and life. The SCUSD seeks a consultant and broker that is well versed in the benefits market, experienced in advising comparable schools and public agencies and works well with various levels of staff and management. Submitted proposals must meet all requirements set forth in this Request for Proposal (RFP).

Benefitted employees and qualified dependents are eligible to receive some level of each of the aforementioned benefits. Eligible retirees and qualified dependents are able to participate in SCUSD's Retirees Health Insurance Program, which provides or offers medical insurance, dental, vision and life coverage. Benefits vary by bargaining unit.

- A. Medical Insurance—Eligible benefitted employees and eligible early retirees (pre-65) may select from one of the following plans:
 - a) SCTA: Health Net HMO, Health Net EPO (out of area only), and Kaiser. Medicare-eligible retirees may select from one of the following Medicare coordinated plans: Health Net Seniority Plus, and Kaiser Senior Advantage. The SCUSD also makes available to eligible retirees several out-of state plans through AARP UHC. The district pays the full cost for active SCTA members and dependents for medical. Retiree only benefits vary by bargaining unit, age and date of hire.
 - b) All other groups: CalPERS health plans. Generally, the district pays up to the CalPERS Kaiser active three tier rate for active SEIU and Teamster members. UPE, CSA and non-represented members pay full cost of health benefits. Retiree only benefits vary by bargaining unit, age and date of hire. CalPERS benefit information available on the CalPERS website.
- B. Dental Insurance—The SCUSD provides Delta Dental insurance through SISC pool. SCTA actives and retirees have an additional plan through Premier Access Dental.
- C. Vision Insurance—The SCUSD provides self-funded vision through VSP.
- D. Life Insurance—The SCUSD provides life and accidental death and dismemberment insurance through Health Net.

III. SCOPE OF SERVICES

The SCUSD is seeking to name a Broker of Record for SCUSD's employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. The SCUSD is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows the SCUSD to maintain quality programs and contain or reduce costs.

The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of SCUSD's employee insurance benefits. The selected broker shall provide services, including, but not limited to, the following:

A. Analysis and Reporting

1. Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans.

2. Assist in the development of long-range goals and strategies, including making projections of potential savings.
3. Provide analysis and recommendations based on utilization and performance reports, statistical and/or financial reports, and plan specific data.
4. Assist the SCUSD in monitoring and analyzing experience trends and providing timely alerts on changing patterns and appropriate recommendations.
5. Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with SCUSD's programs.
6. Provide a cost benefit analysis to the SCUSD for insourcing / outsourcing COBRA administration.
7. Provide financial and/or performance reviews of self-funded and fully insured plans and programs.
8. Be available to provide various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, labor negotiations or experience reports.
9. Prepare and present reports on trends, new products and audits, as requested.
10. Regularly monitor and evaluate performance measures and guarantees for providers.
11. Maintain full and accurate records with respect to all matters and services provided on behalf of SCUSD's benefit plans and programs. Provide SCUSD staff or officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of SCUSD's benefit plans and programs.

B. Liaison and Problem Intervention

1. Act as liaison between the SCUSD and insurance providers.
2. Provide day-to-day consultation on plan interpretation and problem resolution, including, but not limited to, explanation of plans, assisting employees/retirees with selecting plans that meet their needs and geographic location, and transitioning retirees from early retiree plans to Medicare-coordinated plans.
3. Provide timely customer service and assistance to staff, employees and retirees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
4. Attendance as needed at meetings with SCUSD staff, employees and/or retirees to facilitate and assist in the management of SCUSD's employee benefit plans.

5. Act as an advocate or ombudsman in appeal, arbitration or court process between the SCUSD and the providers on unresolved issues if needed; provide advice when needed to enforce SCUSD, employee, retiree or their dependents' rights.
6. Assist the SCUSD in proactive mitigation of negative impacts or disruption of services to employees and retirees from benefit and/or provider network changes.

C. Compliance

1. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.
2. Provide on-site training to SCUSD staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefits plan.
3. Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
4. Assist SCUSD staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
5. Develop and/or assist in developing communication materials and tools for conducting dependent verification audits.

D. Annual Renewal Process and Evaluation

1. Establish a strategy for benefits, both annually and three to five years in the future. Consider trends, union negotiations, prospective legislations, new delivery systems and geographic health-care practices to make long-term projections.
2. Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, premiums, communications and quality of current employee and retiree benefit plans.
3. Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans.
4. Annual (March) estimates of renewal rates and cost trends and assist SCUSD staff in preparation of budget figures.
5. Conduct thorough and applicable market research in preparation for contract renewals.
6. Representation in all negotiations when requested with providers on various topics, including, but not limited to, premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.

7. Make recommendations for items of negotiation with providers, including, but not limited to, benefit levels and plan design, premiums, quality of service, performance measures and guarantees, and return on investment, where applicable.
8. Prepare specifications and compile data, obtain quotes and proposals, negotiate rates and analyze and compare proposals.
9. Review rate proposals to ensure underlying assumptions are appropriate and accurate to SCUSD.
10. Provide communication development and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.
11. Attendance at, and assistance with, coordination of the annual Benefits Fair and Open Enrollment meetings.

E. Other Service Requirements

1. Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee and retiree health-care costs, both in the short-term and in the long-term.
2. Assist in the development and/or purchasing of web site technologies to support on-line enrollments, changes and employee education to assist employees/retirees in self-management of benefits, and to reduce the related administrative demands on SCUSD staff.
3. Recommend and help develop enhancements and improvements for communications specific to the needs of SCUSD's employees and retirees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee handbooks and employee orientation.
4. Provide timely research and responses to technical questions posed by SCUSD staff.
5. Provide regular and timely communications needed for the effective administration of benefit plans.
6. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
7. Assist with the presentation content for labor and management benefits meetings and/or SCUSD Board meetings.
8. Provide access to published benefit-related survey information.

9. Develop additional benefits communications specific to the needs of SCUSD's employees and retirees.
10. Attendance at, and assistance with, meetings with the SCUSD Counsel, SCUSD staff and labor groups.
11. Identify broker-sponsored seminars, benefit events and educational forums that would be beneficial to SCUSD staff.
12. Develop and/or assist in developing and evaluating employee/retiree needs and satisfaction surveys.
13. Work collaboratively with other consultants and SCUSD staff.
14. Manage plan transitions as necessary.
15. Review and evaluate current administrative processes related to enrollment and billing. Recommend and assist with implementation of administrative process enhancements.

IV. INSTRUCTIONS TO BIDDERS

A. Pre-Bid Conference

A pre-bid conference will be held on Wednesday, October 19, 2011 at 10:00 a.m. at the Serna Center, 5735 47th Avenue, Sacramento, CA , 95824. All prospective bidders are invited to attend.

Attendance at this conference is not a requirement of the process. This pre-bid conference will be an opportunity for prospective bidders to ask questions, obtain clarification, meet SCUSD staff and receive additional information.

B. Examination of Proposal Documents

By submitting a proposal, the bidder represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve SCUSD's objectives.

C. Requests for Information

Questions related to this RFP must be submitted in writing to Kimberly Teague, Contract Specialist, at kimt@scusd.edu no later than Monday, October 17, 2011. Specify "RFP for Employee Benefits Insurance Broker" in the subject line. Responses to all questions received will be addressed at the pre-bid conference and posted on the districts website. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

D. Submission of Proposals

Insurance brokers licensed in the State of California are invited to submit proposals outlining their qualifications, competence and capability to provide access to group health insurance products and related services for SCUSD. The purpose of this process is to choose a Broker of Record to represent

the SCUSD in matters concerning medical (including prescription coverage), dental, vision, life and accidental death and dismemberment for a minimum period of twelve (12) months, with an annual renewal clause, commencing December 1, 2011, subject to the subsequent mutual agreement to the SCUSD and the selected consultant. All proposals shall be addressed and submitted to the following address:

**Sacramento City Unified School District
Attn: Contracts Office
5735 47th Avenue
Sacramento, CA 95824**

Proposals must be delivered no later than 4:30 p.m., Friday, November 4, 2011. Late proposals will not be accepted. There will be no public opening of proposals. The names of bidders will not be released until the announcement of award is made.

The bidder shall submit one original signed proposal and four (4) printed copies of its proposal in a sealed envelope, addressed as noted above, bearing the bidder's name and address and clearly marked as follows:

"RFP— Employee Benefits Insurance Broker and Consulting Services"

With regard to any proposals sent by mail to SCUSD, the bidder shall be solely responsible for its delivery to the SCUSD no later than 4:30 p.m., Friday, November 4, 2011. Any proposals received subsequent to the date and hour set herein because of delayed mail delivery or for any other reason will not be considered by SCUSD.

The Request for Proposal is not an authorization to approach the insurance marketplace on SCUSD's behalf. The SCUSD specifically requests that no contract, survey or solicitation of insurance markets be made on behalf of the SCUSD and that no insurance market reservation be made by or for any bidder with respect to insurance or related services to be provided by SCUSD. Failure to comply with this request will be grounds for disqualification.

E. Withdrawal of Proposals

A bidder may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of, the bidder by mail, e-mail or fax to Kimberly Teague, Contract Specialist at SCUSD.

F. Rights of the SCUSD

This RFP is not in any way to be construed as an agreement, obligation or other contract between the SCUSD and any person or firm submitting a proposal, nor does it obligate the SCUSD to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

Proposals submitted in response to this request become the property of the SCUSD and are subject to the provisions of the California Public Records Act after the announcement of award is made.

The SCUSD may investigate the qualifications of any bidder under consideration, require confirmation of information furnished by the bidder and require additional evidence or qualifications to perform the

services described in this RFP. Contract award will be made, at the sole discretion of SCUSD, based on the evaluation of all responses, applying all criteria, and oral interviews (optional) determining the best firm qualified to perform the scope of services. SCUSD's decision to select a Broker of Record is final. No right of review or appeal of the decision to appoint a Broker of Record will be considered.

The SCUSD reserves the right to:

- Obtain clarification of any point in a bidder's response or to obtain additional information necessary to properly evaluate a particular response.
- Reject any or all proposals.
- Cancel the Request for Proposal in part or in its entirety without explanation to the bidders.
- Issue subsequent Requests for Proposal.
- Remedy technical errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all or none of the bidders.
- Award a contract to one (1) or more bidders.
- Accept other than the lowest offer.
- Waive informalities and irregularities in proposals.

G. Contract Type

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a firm, fixed contract.

Bidders shall be prepared to accept the terms and conditions of the SCUSD Standard Services Agreement, including Insurance and Indemnification language. If a bidder desires to take exception to the Agreement, bidder shall provide the following information as a section of the proposal identified as Exceptions to the Agreement:

1. Bidder shall clearly identify each proposed change to the Agreement, including all relevant attachments.
2. Bidder shall furnish the reasons for exception, as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by SCUSD, at its sole discretion, to be unacceptable and no longer considered for award.

H. Collusion

By submitting a proposal, each bidder represents and warrants that its proposal is genuine and made in the interest of, or on behalf of, any person not named therein; that the bidder has not directly or indirectly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the bidder has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

V. BIDDER'S MINIMUM QUALIFICATIONS

A. Qualifications of the Firm

- The bidder shall have at least five (5) consecutive years of experience in California providing brokerage and benefits consulting services to public or private entities. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to SCUSD.
- The bidder must be legally authorized to do business in the State of California and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.
- The bidder shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
- The bidder shall have experience working with labor unions and advisory committees.
- The bidder shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in California.

B. Qualifications of the Staff

- The staff member assigned to SCUSD's account shall have:
- Five (5) years of benefit administration and client management experience and provide credentials documenting professional experience, employment history and education.
- Experience in maintaining a high level of quality communication with clients, client employees/retirees and vendors.

VI. PROPOSAL FORMAT AND CONTENT

A. Format

Proposals shall be made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address). Proposals shall be prepared simply and economically, providing a straightforward, concise description of bidders' ability and expertise as an employee benefits insurance broker and consultant. Proposals shall be typed and be as brief as possible and not include any unnecessary promotional materials. Five (5) copies of the proposal are required.

B. Content

1. General Information: Complete the attached General Information Form (Attachment A) and place the form in the front of proposal submission. This form should be signed by a person duly authorized to bind the firm and proposed account team to submit a response to this RFP solicitation. In addition, complete Consultant Questionnaire (Attachment D) and include with proposal submission.
2. Profile of Firm: This section shall include the firm name, date established and the address of the office that would be assigned the Sacramento City Unified School District account. Include a brief description of the firm's history, size, growth, philosophy and culture, number of employees and number of years in business under the same name, including specific experience with the public sector. Include the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from: (a) any project undertaken by the

bidder or by its subcontractors or affiliates where litigation is still pending or has occurred within the last five (5) years; or (b) any type of project where claims or settlements were paid by the bidder or its insurers within the last five (5) years.

3. Qualifications of the Firm: This section shall include a brief description of the bidder's and any sub consultant's qualifications and summary of previous experience on similar or related projects. Provide a firm, and an account team client list from the past five (5) years, including any and all public entity client accounts, and a description of pertinent insurance programs negotiated for those entities; the number of covered employees/retirees for each client; the time period services have been provided to each account; the total project cost; and a brief statement of the firm's adherence to the schedule and budget for each project. Include as account contacts individuals who may be contacted by the SCUSD for references (use Attachment C format). Be sure to list contact name, organization, title, e-mail address and telephone number for each account.

4. Project Staffing: The bidder is required to list the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumés in the proposal. The bidder's staff member who will be handling SCUSD's account will be an important factor considered by the Selection Advisory Committee. This section shall discuss how the bidder would propose to staff this project. The bidder shall include the following:

a. Identify the names and office locations of key personnel who will be assigned to SCUSD's account. Describe their areas of responsibility and their education, experience and professional qualifications in those areas (use Attachment B format) with emphasis on public sector organizations and unionized work forces.

b. List the experience and education requirements and standards for Account Manager.

c. Provide a complete description of the organizational structure of the company and the method by which work is accomplished. Include an organizational work flow chart with description of duties of the proposed account team members, as well as the size or total number of accounts or clients each individual handles.

d. Describe the staff retention program to assure continuity of service to SCUSD .

5. Services: Describe the following:

a. A complete description of services to be provided. Include both services outlined in this written request, as well as additional recommended services, including a description of any and all unique brokerage or consulting services the firm will offer SCUSD , please specify if these services are to be provided by the firm's staff or through an affiliate of the firm.

b. A description of the group medical, dental, vision, life, accidental death and dismemberment premium volume handled by the firm and by the specific office to which SCUSD's account would be assigned.

c. A list of the principal insurance markets utilized by the firm in the order of premium volume placed with each market. This listing should be categorized by line of coverage: medical, dental, vision and life.

d. A description of technical or professional support available at no extra cost through the firm, such as legal counsel, communications, technology support or others.

e. A sample work plan for insurance renewal and negotiations.

6. Client Communication: Describe the following:

a. Proposal to maintain open and prompt communication with employees, retirees and SCUSD staff seeking assistance from the selected broker.

b. Proposal to maintain open and prompt communication with all SCUSD staff involved in benefit issues.

7. Cost/Pricing Information:

This section shall include the bidder's price for performing the services discussed in the scope of work. Include a comprehensive specific description indicating how the firm would price SCUSD's account and the estimated annual cost of the services. Indicate whether pricing is based on an annual fee, fee for service, commission or a combination of two or more. Include any and all commissions and fees that the firm would expect to receive from the existing programs for services requested herein, as well as additional services that are being recommended. Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. With this description, please include an explanation as to how the firm would provide the SCUSD with the best price at the time of negotiations.

The SCUSD reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to SCUSD's account.

Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work and, therefore, cause the proposal to be rejected as being nonresponsive.

Additionally, prior to award of a contract, the successful bidder shall be required to submit two (2) years of the firm's most recently completed financial statements, including footnotes and auditor's opinion, or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.

8. Other: Proposals shall also include:

Descriptions of any affiliations or business relationships with any employee, officer, contractor or official of SCUSD.

The selected broker's office hours (all locations) and availability of all staff members assigned to SCUSD's account, including a list of dates the office is closed and/or staff is unavailable due to holidays, vacations and other reasons.

Details of any changes in ownership that have occurred in the last three (3) years. Details of any anticipated mergers, transfers of organization or ownership, management or departure of key staff members within the next twelve (12) months.

Identify and describe any parent or affiliated companies and/or joint ventures. Please discuss any potential conflict of interest with consulting/management that may occur as a result of your firm's relationship with such affiliates and/or joint ventures.

VII. EVALUATION AND SELECTION

A. Evaluation Criteria

In addition to the degree to which the bidder responds to the specifications of this Request for Proposal, the following criteria will be used to, but may not be limited to, evaluate proposals:

1. **Qualification of the Firm:** Technical experience in performing work of a closely similar nature; experience working with cities or other public agencies; experience with creative cost containment methods; experience, reputation and ability to reach a wide array of insurance markets and provide innovative services; record of completing work on schedule; strength and stability of the firm; technical experience and strength and stability of proposed subcontractors; and assessment by client references.
2. **Staffing and Project Organization:** Qualifications of project staff, particularly key personnel, especially the project manager; key personnel's level of involvement in performing related work; logic of project organization; evidence of the ability to provide service in a prompt, thorough, innovative and professional manner; and adequacy of labor commitment.
3. **Project Requirements:** Demonstrated understanding of the project requirements and potential problem areas; project approach; work plan; and quality assurance program.
4. **Cost and Price:** Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of figures quoted; reasonableness of individual task budgets; and basis on which prices are quoted.

B. Evaluation/Selection Procedure

A Selection Advisory Committee, generally made up of SCUSD staff, will review the proposals submitted and establish a list of finalists based on pre-established criteria. The names of the committee members will not be revealed prior to the interviews (if held). The individual or composite rating and evaluation forms will not be revealed.

As a part of the finalist evaluation, the Selection Advisory Committee may require bidders to make an oral presentation. The presentation shall serve to confirm proposal representations, provide supplemental information and provide the SCUSD the opportunity to meet and assess the proposed account team members.

Additionally, the Selection Advisory Committee may visit the firm's office to meet with key proposed staff members and tour the facility.

The SCUSD reserves the right to select the firm which, in SCUSD's opinion, will provide the most responsive and responsible services. The SCUSD is not bound to award the contract based solely on the lowest bid submitted.

C. Award

When the Selection Advisory Committee has completed its work, negotiations may be conducted for the extent of services to be rendered and for the method of compensation. Because the SCUSD may award without conducting negotiations, the proposal submitted shall contain the bidder's most favorable terms and conditions.

Award will be contingent upon completion of a satisfactory contractual arrangement between the selected firm and SCUSD. If satisfactory contract terms cannot be agreed upon, another firm will be contacted. Unsuccessful candidates will be notified following successful completion of contract negotiations and approval of contract by the SCUSD Board of Education.

In the performance of the terms of any agreement resulting from this proposal, contractor or vendor agrees that he/she will not engage in, nor permit, such subcontractors, where applicable, as he/she may employ, from engaging in discrimination in employment or persons because of race, color, religion, national origin or ancestry, age, sex, familial status, sexual orientation or disability of such persons.

No assignment by a selected broker of a resultant agreement, or any part thereof, or of funds to be received therefrom, will be recognized by the SCUSD unless such assignment has had prior written approval and consent of SCUSD. The SCUSD will specifically be contracting for the services of the individuals in the firm making the proposal and the qualifications of those individuals will be a material inducement for the award of contract.

VIII. INSURANCE REQUIREMENTS

A. Commercial General Liability/Automobile Liability Insurance

The selected broker shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The selected broker's insurance coverage shall be written on an occurrence basis.

B. Workers' Compensation and Employer's Liability Insurance

The selected broker shall obtain and maintain statutory Workers' Compensation Insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

C. Professional Liability Insurance

The selected broker shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the SCUSD for at least three (3) years after completion of the contract of work.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current Best Rating of A:VII unless otherwise acceptable to SCUSD.

E. Verification of Coverage

Insurance, deductibles or self-insurance retentions shall be subject to SCUSD's approval. Original Certificates of Insurance with endorsements shall be received and approved by the SCUSD before work commences and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the SCUSD or increase the duration of the project.

F. Other Insurance Provisions

The Sacramento City School District, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by SCUSD's Risk Manager for Commercial General Liability and Automobile Liability coverage.

For any claims related to this project, the selected broker's insurance coverage shall be primary and any insurance or self-insurance maintained by SCUSD, its officers, officials, employees and volunteers shall not contribute to it.

Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the SCUSD in the event of cancellation or modification to the stipulated insurance coverage.

In the event the selected broker employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the selected broker to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

Approval of the insurance by the SCUSD or acceptance of the Certificate of Insurance by the SCUSD shall not relieve or decrease the extent to which the selected broker may be held responsible for payment of damages resulting from the selected broker's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of SCUSD's rights to insurance coverage hereunder.

If, for any reason, the selected broker fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. SCUSD, at its sole option, may terminate this contract and obtain damages from the selected broker resulting from said breach. Alternately, the SCUSD may purchase such required insurance coverage, and without further notice to the selected broker, the SCUSD may deduct from sums due to the selected broker any premium costs advanced by the SCUSD for such insurance.

ATTACHMENT A

GENERAL INFORMATION FORM

(To be completed by the bidder and placed at the front of your proposal)

Legal Name of Firm: _____

Street Address Firm's : _____

City/State/Zip Firm's: _____

Firm's Telephone Number: _____

Fax Number: _____

Web Site Address: _____

Type of Organization (Corporation, Sole Proprietorship, Partnership, etc.): _____

Business License (documented) Taxpayer ID Number (Federal): _____

Name and Title of Project Manager: _____

Name, Title and Phone Number of Person Project Correspondence Should be Directed to:

E-mail Address: _____

Listing of Major Subcontractors Proposed and Areas of Responsibility/Phone Number:

Signature

Date

Name and Title of Person Signing Completion of General Information Form:

ATTACHMENT B

STAFFING PROPOSAL

List of proposed staff to be dedicated to the District's account and their ability to meet the District's needs based on the scope of work. Attach each person's company history and biographies/resumés. Use additional sheets if necessary.

Proposed Staff Name(s) and Title(s)	Brief Description of Areas of Responsibility	Brief Description of Education, Experience and Professional Qualifications	Brief Description of Similar Clients/Programs Currently Assigned To

ATTACHMENT C

CLIENT REFERENCES

Instructions: Provide at least three current and two past California clients. At least two of these clients should be schools or public entities. Copy this form as appropriate.

Name of Client:	
Client Address	
Client Contact Name(s) and Title(s)	
Client Contact Phone Number(s)	
Brief description of work performed for this client (use additional sheets if necessary):	

ATTACHMENT D

CONSULTANT QUESTIONNAIRE

Please submit answers to ALL questions. Use additional sheets if necessary

Question	Response
1. Has your firm established any limitation on the number of clients you intend to accept? What is your client to consultant ratio?	
2. Describe your plans for managing the future growth of your firm.	
3. Does your firm have any conflict of interest policy? If so, please provide a copy. Also, please describe any conflicts that have arisen within the firm and how they were resolved.	
4. What are three to four key things we should look for when hiring a consultant?	
5. What is your firm's policy/standard for returning: • Phone calls? • E-mails or written questions?	
6. Provide two examples of when you have provided services that have gone beyond the "spirit of the contract" (pro bono work).	
7. Give two examples that demonstrate your firm's ability to be proactive in finding opportunities to enhance services to the client.	
8. If you are the successful new consultant, outline your transition plan with dates, tasks and responsible parties.	
9. How many days of advance notice would your company require in order to attend ad-hoc (subcommittee) meetings?	
10. How do you track and communicate legislative updates to your clients? Provide a sample of legislative updates.	
11. How do you track and communicate industry trends to your clients? Provide a sample of industry trend updates.	
12. Describe how your firm would handle ad-hoc projects that arise due to changes in legislation or other events which create additional service needs for SCUSD.	
13. Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.	
14. Provide examples that demonstrate your firm's negotiation skills to bring down costs.	
15. Should your firm engage the service of a subconsultant for SCUSD's account, provide the firm's name/names, relevant experience and contact information for the persons who would be the primary and secondary contacts for this engagement, and copies of their biographies/resumes.	
16. For the above subconsultant(s), list the current and past professional affiliations, including boards and committees. Include positions held and years of membership.	
17. Would the subconsultant's primary and secondary contacts for this engagement make	

decisions on behalf of your firm?	
18. Tell us how you monitor and report on provider performance. Provide a sample of provider performance reports your firm has completed for current clients.	
22. Do you have access to a benefits attorney who could render opinions to SCUSD? If so, please provide the cost for this service.	
23. For benefits plans (such as Life, Short-/Long-Term Disability and Accidental Death and Dismemberment Insurance) that require completion of claim forms to obtain benefits, what services does your firm provide for assisting eligible participants in filing for and obtaining plan benefits? Please provide the cost for this service.	
24. What services does your firm provide for developing Open Enrollment and New Employee Orientation materials? Please provide a separate cost for each program (open enrollment and new employee orientations).	
25. What service does your firm provide for developing a Wellness Program? Please provide the cost for this service.	
26. Are there any other relevant consulting services that are not listed that you will provide as part of your consulting services to SCUSD? Please provide the cost for these services.	

EXHIBIT A - ACTIVE EMPLOYEE AND RETIREE SUMMARY
For Illustrative Purposes only -- Please refer to bargaining Language

ACTIVE EMPLOYEES	SCTA	SEIU	Teamsters	UPE	Unrepresented: Mgmt/Conf/Su pv	CSA supervisors
Employee pays full cost of health benefits	no	no	no	yes	yes	yes
Benefit Start Date (can't go back more than 60 days if start date backdated)	Date of Hire if signup during first mo/ must work 1 semester	1st of next month	1st of next month	1st of next month	1st of next month	1st of next month
Medical Plan	HNet Kaiser District Plans	3 HMO's 3 PPO's CalPERS	3 HMO's 3 PPO's CalPERS	3 HMO's 3 PPO's CalPERS	3 HMO's 3 PPO's CalPERS	3 HMO's 3 PPO's CalPERS
Who pays	District	District to Kaiser Rate	District to Kaiser Rate	Employee	Employee	Employee
Rate	three tier	three tier	three tier	three tier	three tier	three tier
Delta Dental	Regular + 1100 ortho	Regular + 500 ortho	Regular + 500 ortho	Regular + 500 ortho	Regular + 500 ortho	Regular + 500 ortho
Who pays	District pays EE + 75% dependent	District pays EE + 75% dependent	District pays EE + 75% dependent	Employee	Employee	Employee
Premier Access	New plan effective 11/1/2009. District pay 100% up to ER Delta portion	Not available	Not available	Not available	Not available	Not available

EXHIBIT A - ACTIVE EMPLOYEE AND RETIREE SUMMARY
For Illustrative Purposes only -- Please refer to bargaining Language

ACTIVE EMPLOYEES	SCTA	SEIU	Teamsters	UPE	Unrepresented: Mgmt/Conf/Supv	CSA supervisors
VSP Vision	Teachers Two plans	Classified One plan	Management One plan	Management One plan	Management One plan	Management One plan
Who pays	District	District	District	Employee	Employee	Employee
Rates	composite	composite	composite	composite	composite	composite
Regular Life	yes	yes	yes	yes	yes	yes
Who pays	District/EE	District/EE	District/EE	District/EE	District/EE	District/EE
Management Life	no	no	no	yes	Conf/Mgmt=yes ; Supv=no	no
Who pays	n/a	n/a	n/a	District	District	n/a
Voluntary Life	no	yes	yes	yes	yes	yes
Who pays	n/a	Employee	Employee	n/a	Employee	Employee
125 Flex: Childcare/Medical	yes	yes	yes	yes	yes	yes
Classified Disability - Employee paid	no	yes	yes	no	no	no
EAP Program	yes	yes	yes	yes	yes	yes
Retirees 100% medical paid	varies*	varies*	varies*	varies*	varies*	varies*
* Note - CalPERS 2012 minimum SCUSD required contribution for those with 5 years of service credit prior to retirement = \$112/mo.						
WAIVER	no	no; yes if dual CalP - D/V must match medical	no; yes if dual CalP - D/V must match medical	yes w/ other group coverage	yes w/ other group coverage	yes w/ other group coverage

EXHIBIT A - ACTIVE EMPLOYEE AND RETIREE SUMMARY
For Illustrative Purposes only -- Please refer to bargaining Language

RETIREE SUMMARY

Union	Who Pays for Benefits	Eligible	Date Hired in Benefited Position and Retires within 120 days of Separation	Years vesting	Eligible Age for Benefits*	Retiree Premium Limits
SCTA	District pays Retiree Medical only	Yes	After 7/1/2013, retirees must have between 15 and 20 years continuous service in SCTA only not District to qualify.	15 - 20 (varies based on age)	55 to 60	No - 100% paid any plan
	District pays Retiree Medical only	Yes	Years in permanent position prior to retirement or as defined in contract and retired before June 2013.	10	~ 55 +	No - 100% paid any plan
	Retiree pays	Yes	Years in permanent position prior to retirement or as defined in contract	5	~ 55 +	Retiree pays cost
SEIU/Tea msters	District pays Retiree Medical only	Yes	Hired before 5/20/1987 or already retired on or before 5/20/1996	10	50	Yes - Paid up to CalPERS Active Kaiser
	District pays Retiree Medical only	Yes	Hired between 5/20/1987 and 5/20/1996	10	55	Yes - Paid CalPERS Kaiser must elect Risk >65 (using up to Kaiser Active rate because Kaiser was only active Risk Plan until recently)

EXHIBIT A - ACTIVE EMPLOYEE AND RETIREE SUMMARY
For Illustrative Purposes only -- Please refer to bargaining Language

	District pays Retiree Medical only	Yes	Hired after 5/20/1996	20	60	Yes - Paid CalPERS Kaiser must elect Risk >65 (using up to Kaiser Active rate because Kaiser was only active Risk Plan until recently)
	District pays Retiree Medical only	Yes	Hired after 5/20/1996	10	60	Yes - Paid 50% CalPERS Kaiser must elect Risk >65 (using up to Kaiser Active rate because Kaiser was only active Risk Plan until recently)
	Employee Pays	Yes		5	Retired	Yes - CalPERS Minimum Contribution required by CalPERS Contract
CSA/UPE/ MGMT/C ONF/SUP V	District pays Retiree Medical only	Yes	Already retired on or before 11/15/96			Yes - Paid up to CalPERS Active Kaiser
	District pays Retiree Medical only	Yes	Hired before 11/15/96	10	55 UPE 55 STRS Unrep 50 PERS Unrep	Yes - Paid CalPERS Kaiser must elect Risk >65 (using up to Kaiser Active rate because Kaiser was only active

EXHIBIT A - ACTIVE EMPLOYEE AND RETIREE SUMMARY
For Illustrative Purposes only -- Please refer to bargaining Language

						Risk Plan until recently)
	District pays Retiree Medical only	Yes	Hired after 11/15/96	10	60	Up to age 65 only
	Employee Pays	Yes		5	Retired	Yes - CalPERS Minimum Contribution required by CalPERS Contract
<p>* Important: Please refer to actual Bargaining contract language. Contact STRS or PERS for Retirement Pension Benefits -- they vary significantly by retirement age and years of service.</p>						
<p>All Barg Units: When a retiree turns 65, member must enroll in both Medicare Part A (if eligible) and Medicare Part B. Dental and life must match medical.</p>						

**EXHIBIT B HEALTH NET AND KAISER
ACTIVE AND RETIRED TEACHER HEALTH BENEFITS**



**Medical Benefits Analysis
(Active and Retired Under Age 65)**

Insurance Plan	Health Net 5KF	Kaiser
Maximum Lifetime Benefit	Unlimited	Unlimited
Deductible	\$0	\$0
Maximum Out-of-Pocket	Single: \$1,000 / Two Party \$2,000 / Family: \$2,500	Single: \$1,500/Family: \$3,000
Hospitalization	No charge	No charge
Outpatient Surgery	No charge	No charge
Emergency Room	\$25 copay (copay waived if admitted)	\$35 (waived if admitted)
Urgent Care Center	\$20 copay	No charge
Doctor Office Visit	\$5 copay	No charge
Diagnostics, Lab & X-Ray	No charge	No charge
Periodic Health Evaluation	\$0 all age levels	No charge
Maternity:		
Outpatient/Physician	No charge	No charge
Hospitalization/Physician	No charge	No charge
Mental Health: (severe)		
Inpatient	No charge/visit unlimited per calendar year	No charge (unlimited)
Outpatient	No charge/visit unlimited per calendar year	\$0/visit (unlimited)
Mental Health: (other)		
Inpatient	No charge/visit unlimited per calendar year	No charge (unlimited)
Outpatient	No charge/visit unlimited per calendar year	\$0/visit (unlimited)
Substance Abuse:		
Inpatient	No charge/unlimited visits per calendar year	No charge (max 60 days/year)
Outpatient	No charge/unlimited visits per calendar year	No charge
Therapy:		
Physical	\$5 copay	No charge
Speech	\$5 copay	No charge
Occupational	\$5 copay	No charge
Cardiac Rehabilitation	\$5 copay	No charge
Alternative Health Care:		
Skilled Nursing Facility	No charge (no day limit)	No charge (max 100 days period/year)
Home Health Care	No charge (no day limit)	No charge
Hospice Care	No charge	No charge
Chiropractic Care:	\$10 copay (max 30 visits per yr.; \$50 appliance benefit/yr.)	\$10 copay (max 30 visits per yr)
Other Benefits:		
Ambulance Transport	No charge	No charge
Orthotics and Prosthetics	No charge	No charge
Durable Medical Equipment	No charge	No charge
Christian Science Treatment	Covered according to plan benefits and limitations	Not covered
Prescription Drugs	\$5 tier 1 primarily generic/ \$15 tier 2 primarily name brand/ \$35 tier 3 primarily non-formulary (30 day supply) : \$10 tier 1 primarily generic/ \$30 tier 2 primarily name brand/ \$70 tier 3 primarily non-formulary (90 day supply)	\$5 copay (100 day supply) Available
Mail Order		

THIS IS ONLY A SUMMARY OF BENEFITS. PLEASE REFER TO INSURANCE CARRIER
BENEFIT PACKAGES FOR PLAN DETAILS. Revised 07/28/11

**EXHIBIT B HEALTH NET AND KAISER
ACTIVE AND RETIRED TEACHER HEALTH BENEFITS**

Sacramento City Unified School District
Comparison of RETIREE
Medicare Plans Effective 11/1/2010

Insurance Plan	Health Net		Kaiser Senior Advantage
	Health Net Seniority Plus-Plan 86S	Medicare Supplement Plan 86P NOT ELIGIBLE FOR KAISER SA OR SENIORITY PLUS	
Inpatient Hospital	No Charge	No Charge	No Charge
Skilled Nursing Facility	No Charge; maximum of 100 days per benefits period	No Charge	No Charge; maximum of 100 days per benefits period
Physician Office Visits	\$5 copay	\$5 copay	No Charge
Allergy Testing and Injections	No Charge	\$5 copay testing and injection services Serum covered no charge	No Charge
Emergency Room	\$20 waived if admitted	\$25 waived if admitted	\$20 waived if admitted
X-ray and Lab Services	No Charge	No Charge	No Charge
Mental Health			
Inpatient	No Charge, unlimited days per calendar year	No Charge unlimited days per calendar year	No Charge, unlimited visits, AB88
Outpatient	\$5 per visit/unlimited visits per calendar year	\$5 / visit unlimited per calendar year	No Charge
Home Health Care	No Charge	No Charge (no day limit)	No Charge
Durable Medical Equipment	No Charge	No Charge	No Charge
Podiatry	\$5 copay, routine foot care limited 1 visit per mo	Not covered	No Charge, must be medically necessary
Chiropractic Benefits	\$5 copayment per visit limited to 20 visits per year, members choose from a list of participating providers	\$10 copayment per treatment, 30 visits per calendar year, choose from list of participating providers	\$10 copayment per treatment, 30 visits per calendar year, choose from list of participating providers
Hearing Exam	\$5 copay	\$5 copay	No Charge
Vision Benefits Exam	\$5 copay	\$5 copay	No Charge
Lenses and Frames	No charge, up to a \$100 benefits that renews every 2 years	Not Covered	\$150 frame and lens allowance available every 24 months
Dental Benefits (Must be enrolled to use)	\$10 copayment for office visits, no charge for teeth cleaning (1 per calendar year), \$25 copayment for 2nd teeth cleaning in same year, no charge for bitewing x-rays (1-4 films) and full mouth x-ray	Not covered	Not covered
Prescription Drugs Pharmacy Mail Order PLEASE NOTE RX CHANGES	Pharmacy 90 day supply: \$5 tier 1 (most generic) / \$15 tier 2 (most brand name) / \$35 tier 3 (other non-formulary). Mail Order 90 day supply: \$10 tier 1 (most generic) / \$30 tier 2 (most brand name) / \$70 tier 3 (non-formulary)	Pharmacy 90 day supply: \$5 tier 1 (most generic) / \$15 tier 2 (most brand name) / \$35 tier 3 (other non-formulary). Mail Order 90 day supply: \$10 tier 1 (most generic) / \$30 tier 2 (name Brand) / \$70 tier 3 (non-formulary)	\$5 copayment, for up to 100 day supply
Service Areas	Varies by county - call Health Net or SCUSD Benefits Office	Varies by county - call Health Net or SCUSD Benefits Office	Varies by county - call Kaiser or SCUSD Benefits Office
Seniority Plus Plan 86S 1 (800) 275-4737			Kaiser 1-800-464-4000
Health Net 1 (800) 638-9432			SCUSD (916) 643-9432
Please note the following summary is intended for only as a general description of Plan benefits and that some of the benefits are limited to Medicare approved charges. For a complete description of benefits and Plan exclusion and limitations, please refer to the Plan's "Disclosure Form & Evidence of Coverage" or your Summary Plan Description.			

DELTA DENTAL OF CALIFORNIA

Client Name: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (Certificated Retirees, Classified, Management - Active/COBRA/Retirees)

Group No.: 6428-0102, 0104, 0106, 0107, 0109, 0112, 0114, 0116, 0117

The following information is not intended or designed to replace or serve as an Evidence of Coverage or Summary Plan Description for the program. If you have specific questions regarding benefit structure, limitations or exclusions, consult your company's benefits representative.

BENEFIT HIGHLIGHTS FOR DELTA DENTAL PPO

Under this plan, Delta Dental pays 70% of the approved fees for covered diagnostic, preventive and basic services and 70% of the approved amount for cast and crown benefits during the first year of eligibility. The copay percentage will increase by 10% each year (to a maximum of 100%) for each enrollee provided that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

WHO'S ELIGIBLE	Primary enrollee, spouse and eligible dependent children (to age 23) (includes domestic partner)			
DEDUCTIBLES	Not applicable			
DEDUCTIBLE WAIVED FOR DIAGNOSTIC & PREVENTIVE?	Not applicable			
ANNUAL MAXIMUM	The maximum benefit paid per calendar year is \$1,700 per person in-network. The maximum benefit paid per calendar year is \$1,000 per person out-of-network.			
WAITING PERIOD(S)	Basic Benefits None	Crowns & Casts None	Prosthetics None	Orthodontics None

BENEFITS AND COVERED SERVICES	In-PPO Network**	Out-Of-PPO Network**
DIAGNOSTIC & PREVENTIVE BENEFITS - Oral examinations, routine cleanings***, x-rays, fluoride treatment, space maintainers, specialist consultations	70 - 100 %	70 - 100 %
BASIC BENEFITS - Fillings, root canals, periodontics, gum treatment, abscess removal (picks), oral surgery, restorations, sealants	70 - 100 %	70 - 100 %
CROWNS, OTHER CAST RESTORATIONS - Crowns, inlays, onlays and cast restorations	70 - 100 %	70 - 100 %
PROSTHODONTICS - Bridges, partial dentures, full dentures	50 %	50 %
ORTHODONTIC BENEFITS adults and dependent children	50 %	50 %
ORTHODONTIC MAXIMUMS	\$5000 lifetime maximum per person	\$5000 lifetime maximum per person
DENTAL ACCIDENT BENEFITS	100 % (separate \$1000 maximum per person per calendar year)	100 % (separate \$1000 maximum per person per calendar year)

* Limitations or waiting periods may apply for some benefits; some services may be excluded. Please refer to your Evidence of Coverage or Summary Plan Description for waiting periods and a list of benefit limitations and exclusions.

** Fees are based on PPO fees for in-network dentists and the MPA (maximum plan allowance) for out-of-network dentists.

*** Reimbursement is paid on Delta Dental contract allowances and not necessarily each dentist's actual fees.
Allows 2 regular cleanings and 2 periodontal cleanings in a calendar year.



Delta Dental of California
100 First Street
San Francisco, CA 94105

Customer Service
866-499-3001

Online Services
www.deltadentalins.com

Claims Address
P.O. Box 997330, Sacramento, CA 95899-7330

(Group 6428-8.25.10-SC) (PPO Mixed Incentive)

DELTA DENTAL OF CALIFORNIA

Client Name: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (Certificated Retirees, Classified, Management - Active/COBRA/Retirees)

Group No.: 6428-0102, 0104, 0106, 0107, 0109, 0112, 0114, 0116, 0117

BENEFIT HIGHLIGHTS FOR DELTA DENTAL PPO

Delta Dental offers you what no other dental plan can – The Delta Dental DifferenceSM. Here's what makes us a leading provider of dental benefits:

- **Exceptional Cost Savings** – Our networks protect enrollees from balance billing and prevent dentists from charging more by "unbundling" services that should be billed as one service. Your costs are usually lowest when you visit a Delta Dental dentist.
- **Guaranteed Coinsurance/Copayment** – Delta Dental dentists agree to accept our determination of fees. They won't balance bill over Delta Dental's approved amount.
- **Professional Treatment Standards** – Delta Dental reviews utilization patterns and office practices to ensure that Delta Dental dentists meet professional standards for safety and quality of care.

The Delta Dental PPO program allows you the freedom to visit any licensed dentist, including a dentist from our Delta Dental Premier[®] indemnity network. However, there are advantages to visiting a Delta Dental PPO network dentist instead of a Premier or non-Delta Dental dentist. Consider the information below:

IN PPO NETWORK DELTA DENTAL PPO DENTISTS	OUT OF PPO NETWORK DELTA DENTAL PREMIER DENTISTS & NON DELTA DENTAL DENTISTS
You will usually pay the lowest amount for services when you visit a Delta Dental PPO dentist. PPO dentists agree to accept a reduced fee for PPO patients.	You are responsible for the difference between the amount Delta Dental pays and the amount your non-Delta Dental dentist bills. You will usually have the highest out-of-pocket costs when you visit a non-Delta Dental dentist. Premier dentists may not balance bill above Delta Dental's approved amount, so your out-of-pocket costs may be lower than with non-Delta Dental dentists' charges.
You are charged only the patient's share* at the time of treatment. Delta Dental pays its portion directly to the dentist.	Non-Delta Dental dentists may require you to pay the entire amount of the bill in advance and submit a reimbursement claim. Premier dentists charge you only the patient's share* at the time of treatment.
PPO dentists will complete claim forms and submit them for you at no charge.	You may have to complete and submit your own claim forms, or pay your non-Delta Dental dentist a service fee to submit them for you.** Premier dentists will complete claim forms and submit them for you at no charge.

SAMPLE CLAIM SAVINGS

	IN PPO NETWORK	OUT OF PPO NETWORK	
	DELTA DENTAL PPO DENTISTS	DELTA DENTAL PREMIER DENTISTS	NON DELTA DENTAL DENTISTS
Dentist bills (submitted charge)	\$180.00	\$180.00	\$180.00
Delta Dental's approved amount	\$90.00	\$130.00	No fee adjustment from Delta Dental
Delta Dental's payment 50%	\$45.00	\$65.00	\$55.00
Patient share*	\$90.00	\$115.00	\$125.00
Patient savings (over non-Delta Dental dentist Patient Share)	\$80.00	\$60.00	N/A

* Patient's share is the coinsurance/copayment, any remaining deductible, any amount over the annual maximum and any services your plan does not cover.

** If you visit a non-network dentist, Delta Dental will send the benefit payment directly to you. You are responsible for paying the non-network dentist's total fee, which may include amounts in excess of your share of your plan's contract allowance.

DELTA DENTAL OF CALIFORNIA

Client Name: SACRAMENTO CITY USD (Certificated Active & COBRA)

Group No.: 6428-0101, 0111

The following information is not intended or designed to replace or serve as an Evidence of Coverage or Summary Plan Description for the program. If you have specific questions regarding benefit structure, limitations or exclusions, consult your company's benefits representative.

BENEFIT HIGHLIGHTS FOR DELTA DENTAL PPO

Under this plan, Delta Dental pays 70% of the approved fees for covered diagnostic, preventive and basic services and 70% of the approved amount for cast and crown benefits during the first year of eligibility. The copay percentage will increase by 10% each year (to a maximum of 100%) for each enrollee provided that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

WHO'S ELIGIBLE	Primary enrollee, spouse and eligible dependent children to age 26 (includes domestic partner)			
DEDUCTIBLES	Not Applicable			
DEDUCTIBLE WAIVED FOR DIAGNOSTIC & PREVENTIVE?	Not Applicable			
ANNUAL MAXIMUM	The maximum benefit paid per calendar year is \$1700 per person in-network. The maximum benefit paid per calendar year is \$1500 per person out-of-network.			
WAITING PERIOD(S)	Basic Benefits None	Crowns & Casts None	Prosthetics None	Orthodontics None

BENEFITS AND COVERED SERVICES	In-PPO Network**	Out-Of-PPO Network**
DIAGNOSTIC & PREVENTIVE BENEFITS — Oral examinations, routine cleanings***, x-rays, fluoride treatment, space maintainers, specialist consultations	70 - 100 %	70 - 100 %
BASIC BENEFITS — Fillings, root canals, periodontics (gum treatment), tissue removal (ultrap), oral surgery (extractions), sedation	70 - 100 %	70 - 100 %
CROWNS, OTHER CAST RESTORATIONS — Crowns, inlays, onlays and cast restorations	70 - 100 %	70 - 100 %
PROSTHODONTICS — Bridges, partial dentures, full dentures	50 %	50 %
ORTHODONTIC BENEFITS adults and dependent children	50 %	50 %
ORTHODONTIC MAXIMUMS	\$1100 Lifetime maximum per person	\$7100 Lifetime maximum per person
DENTAL ACCIDENT BENEFITS	100 % (separate \$1000 maximum per person per calendar year)	100 % (separate \$1000 maximum per person per calendar year)

* Limitations or waiting periods may apply for some benefits; some services may be excluded. Please refer to your Evidence of Coverage or Summary Plan Description for waiting periods and a list of benefit limitations and exclusions.
 ** Fees are based on PPO fees for in-network dentists and the MPA (maximum plan allowance) for out-of-network dentists.
 *** Reimbursement is paid on Delta Dental contract allowances and not necessarily each dentist's actual fees.
 **** Allows 2 regular cleanings and 2 periodontal cleanings in a calendar year.



Delta Dental of California
100 First Street
San Francisco, CA 94105

Customer Service
866-499-3001

Online Services
www.deltadentalins.com

Claims Address
P.O. Box 997330, Sacramento, CA 95899-7330

(Group 6428-8.25.10-SC) (PPO Mixed Incentive)

DELTA DENTAL OF CALIFORNIA**Client Name: SACRAMENTO CITY USD (Certificated Active & COBRA)****Group No.: 6428-0101, 0111****BENEFIT HIGHLIGHTS FOR DELTA DENTAL PPO**

Delta Dental offers you what no other dental plan can – The Delta Dental DifferenceSM. Here's what makes us a leading provider of dental benefits:

- **Exceptional Cost Savings** – Our networks protect enrollees from balance billing and prevent dentists from charging more by "unbundling" services that should be billed as one service. Your costs are usually lowest when you visit a Delta Dental dentist.
- **Guaranteed Coinsurance/Copayment** – Delta Dental dentists agree to accept our determination of fees. They won't balance bill over Delta Dental's approved amount.
- **Professional Treatment Standards** – Delta Dental reviews utilization patterns and office practices to ensure that Delta Dental dentists meet professional standards for safety and quality of care.

The Delta Dental PPO program allows you the freedom to visit any licensed dentist, including a dentist from our Delta Dental Premier[®] indemnity network. However, there are advantages to visiting a Delta Dental PPO network dentist instead of a Premier or non-Delta Dental dentist. Consider the information below:

IN-PPO NETWORK	OUT-OF-PPO NETWORK
DELTA DENTAL PPO DENTISTS	DELTA DENTAL PREMIER [®] DENTISTS & NON-DELTA DENTAL DENTISTS
You will usually pay the lowest amount for services when you visit a Delta Dental PPO dentist. PPO dentists agree to accept a reduced fee for PPO patients.	You are responsible for the difference between the amount Delta Dental pays and the amount your non-Delta Dental dentist bills. You will usually have the highest out-of-pocket costs when you visit a non-Delta Dental dentist. Premier dentists may not balance bill above Delta Dental's approved amount, so your out-of-pocket costs may be lower than with non-Delta Dental dentists' charges.
You are charged only the patient's share* at the time of treatment. Delta Dental pays its portion directly to the dentist.	Non-Delta Dental dentists may require you to pay the entire amount of the bill in advance and wait for reimbursement. Premier dentists charge you only the patient's share* at the time of treatment.
PPO dentists will complete claim forms and submit them for you at no charge.	You may have to complete and submit your own claim forms, or pay your non-Delta Dental dentist a service fee to submit them for you.** Premier dentists will complete claim forms and submit them for you at no charge.

SAMPLE CLAIM SAVINGS

	IN-PPO NETWORK	OUT-OF-PPO NETWORK	
	DELTA DENTAL PPO DENTISTS	DELTA DENTAL PREMIER DENTISTS	NON-DELTA DENTAL DENTISTS
Dentist bills (submitted charge)	\$180.00	\$180.00	\$180.00
Delta Dental's agreed upon fee	\$90.00	\$130.00	No fee agreement with Delta Dental
Delta Dental's payment 50%	\$45.00	\$65.00	\$55.00
Patient share	\$45.00	\$65.00	\$125.00
Patient savings (over non-Delta Dental dentist Patient Share)	\$80.00	\$60.00	N/A

* Patient's share is the coinsurance/copayment, any remaining deductible, any amount over the annual maximum and any services your plan does not cover.

** If you visit a non-network dentist, Delta Dental will send the benefit payment directly to you. You are responsible for paying the non-network dentist's total fee, which may include amounts in excess of your share of your plan's contract allowance.



SCHEDULE OF BENEFITS

Group Name: **Sacramento City Unified School District**
Benefit Plan Name: **Custom Plus Plan #23**

	PCN ****	PPO ****	NON-NETWORK
Class I / Preventive	100%	100%	100%**
Class II / Basic	100%	100%	100%**
Class III / Major	70%	60%	60%**
Benefit Year Deductible	\$0	\$0	\$0
Waived for Preventive?	N/A	N/A	N/A
Family Deductible	N/A	N/A	N/A
Benefit Year Max	\$2,500	\$2,500	\$2,500
Class IV / Orthodontia	50%	50%	50%
Ortho Coverage	Family	Family	Family
Ortho Lifetime Max	\$2,500	\$2,500	\$2,500
TMJ Rider	50%	50%	50%
TMJ Lifetime Max	\$2,500	\$2,500	\$2,500
Wait Period for Major			
-Existing Employees	No Wait	No Wait	No Wait
-New Hire	No Wait	No Wait	No Wait
Wait Period for Ortho			
-Existing Employees	No Wait	No Wait	No Wait
-New Hire	No Wait	No Wait	No Wait
** Allowed Charge Limited to Covered Fee Schedule			
**** Premier Access does not guarantee all services can be rendered by a contracted PCN or PPO provider. You may be subject to a deductible and co insurance for an out of network Specialist.			



SCHEDULE OF BENEFITS

Group Name: **Sacramento City Unified School District**

Benefit Plan Name: **Custom Plus Plan #23**

	PCN	PPO	NON-NETWORK
Class I / Preventive	Oral Exams, Full Mouth X-Rays/Pano, Bitewings, Other X-Rays, Prophylaxis, Fluoride	Oral Exams, Full Mouth X-Rays/Pano, Bitewings, Other X-Rays, Prophylaxis, Fluoride	Oral Exams, Full Mouth X-Rays/Pano, Bitewings, Other X-Rays, Prophylaxis, Fluoride
Class II / Basic	Sealants, Space Maintainers, Restorations, Posterior Composite, Emergency(Palliative), Endodontics, Periodontics, Oral Surgery	Sealants, Space Maintainers, Restorations, Posterior Composite, Emergency(Palliative), Endodontics, Periodontics, Oral Surgery	Sealants, Space Maintainers, Restorations, Emergency(Palliative), Endodontics, Periodontics, Oral Surgery
Class III / Major	Inlays, Crowns, Bridges, Implants, Dentures	Inlays, Crowns, Bridges, Implants, Dentures	Inlays, Crowns, Bridges, Implants, Dentures

How it Works

<p>The Dental Program offered is administrated by Premier Access Insurance Company, a national carrier and widely accepted dental plan.</p> <p>What is important to know about your dental plan is that you may see any dentist. Although, there are PCN (Premier Choice Network) and PPO provider lists available, and the benefits are enhanced if you elect to use either network, you may elect to see the dentist of your choice without penalty. Using the PCN or PPO providers, you maximize your benefits and reduce your out-of-pocket costs.</p> <p>The PPO dentists offer discounted care (about 30%) and the plan normally pays a higher level of benefit when using an in-network provider. Additionally, the PCN/PPO dentist cannot "balance bill" you for amounts greater than the contracted rate.</p>	<p>Out-of-State Network and Claims</p> <p>The Premier Access Dental network is available to eligible members outside the State of California, with nearly 80,000 dentists to choose from. A complete provider listing is available on the internet at: www.premierppo.com. It is important that you confirm with your dentist at the time of treatment that they are participating in the Premier Access network. For a dentist near you call 888.715.0760.</p> <p>Please check your Certificate of Insurance for a description of coverage, limitations and exclusions under the plan. Some services recommended require prior authorization.</p>
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How to Reach Us

<p>Premier Access Claim Dept. P.O. Box 659010 Sacramento, CA 95865-9010</p>	<p>Member Services Line 888.715.0760</p>	<p>On the Web www.premierppo.com</p>
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INSURED DATA

POLICYHOLDER: Sacramento City Unified School District
POLICYHOLDER ID: 1700
BENEFICIARY: As designated by the Insured

SCHEDULE OF BENEFITS
Effective Date: July 1, 2007**EMPLOYEE ONLY**

BASIC LIFE INSURANCE	\$7,000.00
BASIC ACCIDENTAL DEATH, AND DISMEMBERMENT BENEFIT	\$7,000.00

SCHEDULE OF BENEFITS (cont.)

**DEPENDENTS INSURANCE
FOR DEPENDENTS OF ACTIVE EMPLOYEES**

	Life Insurance	Accidental Death and Dismemberment Benefit
Spouse/Domestic Partner	\$1,500.00	\$1,500.00
Children: Less than 6 months of age	\$100.00	\$100.00
6 months but less than 21 or less than 25 years of age	\$1,500.00	\$1,500.00

**RETIRED EMPLOYEES
AMOUNT OF GROUP TERM LIFE INSURANCE**

BASIC LIFE INSURANCE	\$1,000.00
BASIC LIFE INSURANCE for Spouse/Domestic Partner	\$500.00
BASIC LIFE INSURANCE for Children	\$500.00

INSURED DATA

POLICYHOLDER: Sacramento City Unified School District
 POLICYHOLDER ID: 1700
 BENEFICIARY: As designated by the Insured

SCHEDULE OF BENEFITS
 Effective Date: July 1, 2007

BASIC LIFE INSURANCE \$7,000.00

CONTRIBUTORY AMOUNT OF SUPPLEMENTAL LIFE INSURANCE
 Monthly Earnings

Less than \$300.00	\$2,000.00
\$300.00 but less than \$400.00	\$3,000.00
\$400.00 but less than \$500.00	\$4,000.00
\$500.00 but less than \$600.00	\$5,000.00
\$600.00 but less than \$700.00	\$6,000.00
\$700.00 but less than \$800.00	\$7,000.00
\$800.00 but less than \$900.00	\$8,000.00
\$900.00 but less than \$1,000.00	\$12,000.00
\$1,000.00 and over	\$15,000.00

Contributory Supplemental Life benefits reduce to 65% of the original benefit on the Policy Anniversary Date next following the attainment of age 65, and further reduce to 50% of the original benefit on the Policy Anniversary Date coinciding with or next following the attainment of age 70. Supplemental Life Benefits terminate on the first of the month coinciding with or next following retirement.

BASIC ACCIDENTAL DEATH, AND DISMEMBERMENT BENEFIT \$7,000.00

CONTRIBUTORY SUPPLEMENTAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
 Basic AD&D
 Monthly Earnings

Less than \$300.00	\$2,000.00
\$300.00 but less than \$400.00	\$3,000.00
\$400.00 but less than \$500.00	\$4,000.00
\$500.00 but less than \$600.00	\$6,000.00
\$600.00 but less than \$700.00	\$7,000.00
\$700.00 but less than \$800.00	\$8,000.00
\$800.00 but less than \$900.00	\$10,000.00
\$900.00 but less than \$1,000.00	\$12,000.00
\$1,000.00 and over	\$15,000.00

Contributory Supplemental Accidental Death and Dismemberment benefits reduce to 65% of the original benefit on the Policy Anniversary Date coinciding with or next following the attainment of age 65, and further reduce to 50% of the original benefit on the Policy Anniversary Date coinciding with or next following the attainment of age 70. Supplemental Accidental Death and Dismemberment Benefits terminate on the first of the month coinciding with or next following retirement.

SCHEDULE OF BENEFITS (cont.)

**DEPENDENTS INSURANCE
FOR DEPENDENTS OF ACTIVE EMPLOYEES**

	Life Insurance	Accidental Death and Dismemberment Benefit
Spouse/Domestic Partner	\$1,500.00	\$1,500.00
Children: Less than 6 months of age	\$100.00	\$100.00
6 months but less than 21 or less than 25 years of age	\$1,500.00	\$1,500.00

**RETIRED EMPLOYEES
AMOUNT OF GROUP TERM LIFE INSURANCE**

BASIC LIFE INSURANCE	\$1,000.00
BASIC LIFE INSURANCE for Spouse/Domestic Partner	\$500.00
BASIC LIFE for Children	\$500.00

INSURED DATA

POLICYHOLDER: Sacramento City Unified School District
 POLICYHOLDER ID: 1700
 BENEFICIARY: As designated by the Insured

SCHEDULE OF BENEFITS
 Effective Date: July 1, 2007

BASIC LIFE INSURANCE \$7,000.00

CONTRIBUTORY AMOUNT OF SUPPLEMENTAL LIFE INSURANCE
 Monthly Earnings

Less than \$300.00	\$2,000.00
\$300.00 but less than \$400.00	\$3,000.00
\$400.00 but less than \$500.00	\$4,000.00
\$500.00 but less than \$600.00	\$5,000.00
\$600.00 but less than \$700.00	\$6,000.00
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\$800.00 but less than \$900.00	\$8,000.00
\$900.00 but less than \$1,000.00	\$12,000.00
\$1,000.00 and over	\$15,000.00

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BASIC ACCIDENTAL DEATH, AND DISMEMBERMENT BENEFIT \$7,000.00

CONTRIBUTORY SUPPLEMENTAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT
 Basic AD&D
 Monthly Earnings

Less than \$300.00	\$2,000.00
\$300.00 but less than \$400.00	\$3,000.00
\$400.00 but less than \$500.00	\$4,000.00
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\$600.00 but less than \$700.00	\$7,000.00
\$700.00 but less than \$800.00	\$8,000.00
\$800.00 but less than \$900.00	\$10,000.00
\$900.00 but less than \$1,000.00	\$12,000.00
\$1,000.00 and over	\$15,000.00

Contributory Supplemental Accidental Death and Dismemberment benefits reduce to 65% of the original benefit on the Policy Anniversary Date coinciding with or next following the attainment of age 65, and further reduce to 50% of the original benefit on the Policy Anniversary Date coinciding with or next following the attainment of age 70. Supplemental Accidental Death and Dismemberment Benefits terminate on the first of the month coinciding with or next following retirement.

SCHEDULE OF BENEFITS (cont.)

NON-CONTRIBUTORY AMOUNT OF SUPPLEMENTAL LIFE INSURANCE

All Eligible Management Employees

\$100,000.00

NON-CONTRIBUTORY SUPPLEMENTAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

All Eligible Management Employees

\$100,000.00

Management life is \$100,000. The cost of the first \$50,000 of coverage is non-taxable to covered employees. The cost of the second \$50,000 of coverage is taxable according to your current age and taxed separated from your monthly income. Please consult with your tax advisor. Management life is available upon employment or during open enrollment.

SCHEDULE OF BENEFITS (cont.)

**DEPENDENTS INSURANCE
FOR DEPENDENTS OF ACTIVE EMPLOYEES**

	Life Insurance	Accidental Death and Dismemberment Benefit
Spouse/Domestic Partner	\$1,500.00	\$1,500.00
Children: Less than 6 months of age	\$100.00	\$100.00
6 months but less than 21 or less than 25 years of age	\$1,500.00	\$1,500.00

**RETIRED EMPLOYEES
AMOUNT OF GROUP TERM LIFE INSURANCE**

BASIC LIFE INSURANCE	\$1,000.00
BASIC LIFE INSURANCE for Spouse/Domestic Partner	\$500.00
BASIC LIFE INSURANCE for Children	\$500.00

Your VSP Vision Benefits



Welcome to VSP® Vision Care. We'll help keep you and your eyes healthy through personalized care from a doctor you can trust.

Your eyes say a lot about you and can even tell your VSP doctor about you. During your WellVision Exam®, your VSP doctor will look for vision problems and signs of health conditions too.

Getting started is a breeze.

- Find the right VSP doctor for you. You'll find plenty to choose from at vsp.com or by calling 800.877.7195.
- Already have a VSP doctor? At your appointment, tell them you're a VSP member.
- Check out your coverage and savings. Visit vsp.com to see your benefits anytime and check out how much you saved with VSP after your appointment.

That's it! We'll handle the rest—no ID card necessary or claim forms to complete.

Visit the Eyecare Discovery Center® at vsp.com for eye health articles, videos, and interactive games.

Keep your eyes healthy
and your vision clear with VSP.

Contact VSP | vsp.com
800.877.7195



Sacramento City USD (Certified-Employee Only) and VSP provide you an affordable eyecare plan.

Your Coverage from a VSP Doctor

WellVision Exam® focuses on your eye health and overall wellness..... **every 12 months**

Prescription Glasses

Lenses..... **every 12 months**

- Single vision, lined bifocal, and lined trifocal lenses.
- Tints and photochromic lenses

Frame..... **every 12 months**

- \$105 allowance for frame of your choice
- 20% off the amount over your allowance.

~AND~

Covered Contact Lenses.....**every 12 months**

This enhancement allows you to get contacts, covered in full, after a \$50 copay, in addition to the frame and lenses (or elective contacts) available under the core plan.

~AND~

Second Pair.....**every 12 months**

This enhancement allows you to get a second pair of glasses with a \$20 copay. This benefit is in addition to those received under the core plan.

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35 - 40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

If you see a non-VSP provider, you'll receive a lesser benefit. Before seeing a non-VSP provider, call us at 800.877.7195 for more details.

Out-of-Network Reimbursement Amounts:

Exam	Up to \$40
Single vision lenses	Up to \$40
Lined bifocal lenses	Up to \$60
Lined trifocal lenses	Up to \$80
Tints	Up to \$5
Frame	Up to \$45
Contacts	Up to \$250

VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

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Discovery Center® at
vsp.com for eye health
articles, videos, and
interactive games.

Keep your eyes healthy
and your vision clear with VSP.

Contact VSP | vsp.com
800.877.7195



Sacramento City USD (Certified Family) and VSP provide you an affordable eyecare plan.

Your Coverage from a VSP Doctor

\$15 copay every 12 months

WellVision Exam® focuses on your eye health and overall wellness..... every 12 months

Prescription Glasses

Lenses..... every 24 months

- Single vision, lined bifocal, and lined trifocal lenses.
- Polycarbonate lenses for dependent children.

Frame..... every 24 months

- \$105 allowance for frame of your choice
- 20% off the amount over your allowance.

~OR~

Contact Lens Care..... every 24 months

\$105 allowance for contacts and the contact lens exam (fitting and evaluation).

New and current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of lenses.

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35 - 40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam

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- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

If you see a non-VSP provider, you'll receive a lesser benefit. Before seeing a non-VSP provider, call us at 800.877.7195 for more details.

Out-of-Network Reimbursement Amounts:

Exam	Up to \$40
Single vision lenses.....	Up to \$40
Lined bifocal lenses.....	Up to \$60
Lined trifocal lenses.....	Up to \$80
Frame.....	Up to \$45
Contacts	Up to \$105

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Your eyes say a lot about you and can even tell your VSP doctor about you. During your WellVision Exam®, your VSP doctor will look for vision problems and signs of health conditions too.

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- **Already have a VSP doctor?** At your appointment, tell them you're a VSP member.
- **Check out your coverage and savings.** Visit vsp.com to see your benefits anytime and check out how much you saved with VSP after your appointment.

That's it! We'll handle the rest—no ID card necessary or claim forms to complete.

Visit the Eyecare Discovery Center® at vsp.com for eye health articles, videos, and interactive games.

Keep your eyes healthy
and your vision clear with VSP.

Contact VSP | vsp.com
800.877.7195



Sacramento City USD (Mgmt/Conf/Sup/Plt) and VSP provide you an affordable eyecare plan.

Your Coverage from a VSP Doctor

\$20 copay every 12 months

WellVision Exam® focuses on your eye health and overall wellness..... every 12 months

Prescription Glasses

Lenses..... every 12 months

- Single vision, lined bifocal, and lined trifocal lenses.
- Polycarbonate lenses for dependent children.

Frame..... every 24 months

- \$105 allowance for frame of your choice
- 20% off the amount over your allowance.

~AND~

Covered Contact Lenses..... every 12 months

This enhancement allows you to get contacts, covered in full, after a \$50 copay, in addition to the frame and lenses (or elective contacts) available under the core plan.

~AND~

Second Pair

This enhancement allows you to get a second pair of lenses every 12 months or frame every 24 months, with a \$20 copay. This benefit is in addition to those received under the core plan.

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35 - 40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam.

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

If you see a non-VSP provider, you'll receive a lesser benefit. Before seeing a non-VSP provider, call us at 800.877.7195 for more details.

Out-of-Network Reimbursement Amounts:

Exam	Up to \$40
Single vision lenses	Up to \$40
Lined bifocal lenses	Up to \$60
Lined trifocal lenses	Up to \$80
Frame	Up to \$45
Contacts	Up to \$250

VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.



SACRAMENTO CITY USD (Classified) and VSP provide you an affordable eyecare plan.

Doctor Network.....VSP Signature

Your VSP Vision Benefits Summary

Welcome to VSP® Vision Care. Your VSP vision benefit offers you the best in eyecare and eyewear.

Personalized Care. A VSP doctor provides personalized care that focuses on keeping you and your eyes healthy year after year. Plus, when you see a VSP doctor, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Eyewear. Choose the eyewear that's right for you and your budget. From classic styles to the latest designer frames, you'll find the eyewear that's right for you and your family.

Choice of Providers. With open access to see any eyecare provider, you can see the one who's right for you. Choose a VSP doctor or any other provider.

Using your VSP benefit is easy.

- **Find the right eyecare provider for you.** To find a VSP doctor, visit vsp.com or call 800.877.7195.
- **Review your benefit information.** Visit vsp.com to review your plan coverage before your appointment.
- **At your appointment, tell them you have VSP.** There's no ID card required.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP doctor.

For your complete benefit description, visit vsp.com or call 800.877.7195.

Your Coverage with a VSP Doctor

\$10.00 copay every 12 months

WellVision Exam® focuses on your eye health and overall wellness..... every 12 months

Prescription Glasses

Lenses..... every 12 months

- Single vision, lined bifocal, and lined trifocal lenses.
- Polycarbonate lenses for dependent children.

Frame..... every 24 months

- \$105.00 allowance for a wide selection of frames
- 20% off the amount over your allowance.

~OR~

Contact Lens Care every 12 months

\$105.00 allowance for contacts and the contact lens exam (fitting and evaluation). If you choose contact lenses you will be eligible for a frame 24 months from the date the contact lenses were obtained.

Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of lenses.

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35 - 40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

Your Coverage with Other Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP doctor.

Exam.....	Up to \$40.00
Single vision lenses.....	Up to \$40.00
Lined bifocal lenses.....	Up to \$60.00
Lined trifocal lenses.....	Up to \$80.00
Frame.....	Up to \$45.00
Contacts.....	Up to \$105.00

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

Meeting Date: March 4, 2010

Subject: Actuarial Review of the Retiree Benefits Program

- 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: Administrative Services

Recommendation: Accept the attached actuarial review and related information on the retiree health care liability estimates.

Background/Rationale: Education Code 42140 required school districts that provide health and welfare benefits for retired employees, and where those benefits continue after the employee reaches age 65, to report to the Board estimates of the accrued, but unfunded, costs of these benefits at least every two years. Education Code Section 42140 was amended in 2004 by AB2855 to make its requirements inoperative effective January 1, 2005. The intent of AB2855 was to remove a number of state-mandated requirements. While Education Code 42140 is no longer applicable, it is important for the Board and public to have this information.

Bickmore Risk Management Services prepared a validation of retiree health insurance benefits currently provided by Sacramento City Unified School District as of December 1, 2008. These calculations comply with Governmental Accounting Standards Board (GASB) and comply with CalPERS Other Post Employment Pension (OPEB) Assumptions model.

The results contained in the actuarial report indicated the liability assumed by the District to provide the current retiree health plans. The District funds the costs of retiree benefits on a pay-as-you-go basis. Since 2007, GASB dictates that the District will account for the costs and liabilities associated with retiree health benefits on an accrual basis.

Financial Considerations: To be discussed

Documents Attached:

1. Executive Summary
2. Actuarial Study of Retiree Health Liabilities as of December 1, 2008, prepared by Bickmore Risk Management Services dated December 11, 2009.

Estimated Time:	10 minutes
Submitted by:	Marianne Clemmens, Director, Risk Management
Approved by:	Patricia A. Hagemeyer, Chief Business Officer

Board of Education Executive Summary**Administrative Services**

Actuarial Review of the Retiree Benefits Program

March 4, 2010

**I. Overview/History:**

School districts that provide health and welfare benefits for retired employees after the age of 65 are recommended to report to the Board estimates of the accrued but unfunded costs of these benefits. Estimates must be based on actuarial reports that are completed at least every two years.

Actuarial Studies:

Retire Benefit Liability Effective Date	Board Presentation	Total Liability
February 1, 2005	February 2, 2006	\$571,905,005
December 1, 2006	October 2, 2008	\$505,700,000
December 1, 2008	February 18, 2010	\$552,441,018

During the 2006-07 fiscal year, through negotiations, changes were made to the Sacramento City Teachers Association benefits which resulted in a reduced liability for December 1, 2006. Even though changes were made after the effective date of the report, they were included in the actuarial calculations. These changes included Medical Risk – all retirees were mandated to participate in a risk plan which reduced overall costs to the district. This did not cause any major change in benefits to the retirees. Also, a change was made to the Out of Area Providers to include health vendor networks that were available. Immediate savings were placed on the Sacramento City Teachers Association salary schedule as a salary increase. At the October 2, 2008 board meeting, staff presented the actuarial prepared as of December 1, 2006 which reflected those savings.

The district has set aside \$1.0 million to start pre-funding this liability. Current year expenditures are funded on a pay as you go basis and decisions will have to be made how to fund the future estimated costs.

II. Driving Governance:

Education Code Section 42140 required school districts that provide health and welfare benefits for retired employees, and where those benefits continued after the employee reaches age 65, to report to the Board estimates of the accrued, but unfunded, costs of these benefits at least every two years. Education Code Section 42140 was amended in 2004 by AB2855 to make its

Board of Education Executive Summary

Administrative Services

Actuarial Review of the Retiree Benefits Program

requirements inoperative effective January 1, 2005. The intent of AB2855 was to remove a number of state-mandated requirements. While Education Code 42140 is no longer applicable, it is important for the Board and public to have this information.

In 2007, the Government Accounting Standards Board (GASB) issued GASB Statement Number 45, Accounting and Financial Reporting by Employers for Post Employment Benefits Other Than Pensions. This statement establishes standards for measurement, recognition and the display of expenses and related liabilities for Other Post Employment Benefits (OPEB).

III. Budget:

The real cost of an employee benefit plan is the present value of all benefits and other expenses of the plan over its lifetime. These expenditures are dependent only on the terms of the plan and the administrative arrangements adopted and are not affected by the actuarial funding method. Payment methods that produce higher initial pre-funding levels will produce lower annual costs later.

The actuarial report indicates that in order to start a minimum pre-funding level, the district would need to contribute annually approximately \$29.9 million (\$13.3 million per year in addition to the estimated \$16.6 million already budgeted in retiree benefits). There are other options available that could assist the district with partial pre-funding. These options will be presented formally at a future Board meeting.

IV. Goals, Objectives and Measures:

The preparation and implementation of a plan to pre-fund the liability will be discussed with additional information provided to the Board at future meetings.

V. Major Initiatives:

Determine method of pre-funding the liability or explore other options to reduce the amount of the liability.

VI. Results:

At the time of the next actuarial report, the district would anticipate a lower liability amount based on additional funds set aside for this purpose or other changes that may be negotiated or

Board of Education Executive Summary

Administrative Services

March 4, 2010

acted upon.

VII. Lessons Learned/Next Steps:

- It will be difficult in these tight financial times to set aside additional funds to reduce the liability.
- All options will have to be considered to reduce the liability.
- Once funding is determined, the method of depositing funds will be explored.



SERVICES AGREEMENT

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

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

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

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

INSERT DATA HERE

ARTICLE 2. TERM.

This Agreement shall commence on ***INSERT DATA HERE***, and continue through ***INSERT DATA HERE***, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$***INSERT DATA HERE*** per hour or \$***INSERT DATA HERE*** per day of services as may be requested by District, not to exceed a maximum of ***INSERT DATA HERE*** hours/days of service. District shall***INSERT DATA HERE***not pay travel and other expenses. If payable, such expenses shall be limited to

the standard allowances authorized by Board policy. Total fee shall not exceed ***INSERT DATA HERE*** Dollars (\$***INSERT DATA HERE***).

INSERT DATA HEREOR

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be ***INSERT DATA HERE*** Dollars (\$***INSERT DATA HERE***).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of ***INSERT DATA HERE***, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

INSERT DATA HERE

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

INSERT DATA HEREOR

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage***INSERT DATA HERE***in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as

is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: ***Insert Data Here***

Contractor:
Insert Data Here

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the

parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. ATTORNEY'S FEES.

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

ARTICLE 17. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 19. APPLICABLE LAW/VENUE.

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

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.



This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

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

By: _____

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

Date

By: _____

Signature

Print Name/Title

Date



EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title