Sacramento City Unified School District

REQUEST FOR STATEMENT OF QUALIFICATIONS For EMPLOYEE BENEFITS INSURANCE BROKER AND CONSULTING SERVICES

Request for Statement of Qualifications Issued: November 11, 2013

Deadline for Submittal of Statement of Qualifications: December 6, 2013

Request for Statement of Qualifications for

Employee Benefits Insurance Broker and Consulting Services

I. INTRODUCTION

The Sacramento City Unified School District (SCUSD) is seeking statements of qualifications from qualified firms who can 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.

There are approximately 3,900 benefitted employees and 3,600 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 an Unrepresented group (Confidential, Management and Supervisors).

II. GENERAL INSTRUCTIONS

Insurance brokers licensed in the State of California are invited to submit five (5) hard copies and one (1) electronic proposal copy of the RFQ on a portable thumb drive in write protected PDF format, outlining their qualifications, competence and capability to provide access to group health insurance products and related services for SCUSD. Statements of Qualifications are limited to 30 pages, excluding cover and index tabs. 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, subject to the subsequent mutual agreement of SCUSD and the selected consultant at a date mutually agreed on, or after January 1, 2014.

The response shall be made in the format provided and the complete response, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:30 p.m., Monday, December 16, 2013 to the following address:

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

The sealed envelope shall be marked on the outside lower left corner with the words "RFQ for Employee Benefits Insurance Broker & Consulting Services". It is the firm's sole responsibility to ensure that their response is received prior to the scheduled closing time for receipt of Statement of Qualifications. No corrected or resubmitted Statements will be accepted after the deadline. Faxed responses are not appropriate for submission and will not be accepted or considered.

This Request for Statement of Qualifications does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a response to this request. SCUSD reserves the right to accept all or part of any responses or to cancel in part or in its entirety this Request for Statement of Qualifications. SCUSD further reserves the right to accept the response that it considers to be in its best interest.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFQ.

The RFQ is not an authorization to approach the insurance marketplace on SCUSD's behalf. SCUSD specifically requests that no contract, survey or solicitation of insurance markets be made on behalf of 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.

Requests for Information

Questions related to this RFQ must be submitted in writing to Kimberly Teague, Contract Specialist, at kimt@scusd.edu no later than Wednesday, November 20, 2013. Specify "RFQ for Employee Benefits Insurance Broker" in the subject line. Responses to all questions received will be posted on the districts website. To the extent that a question causes a change to any part of this RFQ, an addendum shall be issued addressing such.

III. OVERVIEW

SCUSD is seeking statements of qualifications 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 Statement of Qualifications (RFQ).

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. SCUSD also makes available to eligible retirees several out-of state plans through AARP UHC. SCUSD 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—SCUSD provides Delta Dental insurance through SISC pool. SCTA actives and retirees have an additional plan through Premier Access Dental.

C. Vision Insurance—SCUSD provides self-funded vision through VSP.

D. Life Insurance—SCUSD provides life and accidental death and dismemberment insurance through Health Net.

See Appendix A for a summary of current plans, enrollment, and estimated 2013/14 costs.

IV. SCOPE OF SERVICES

SCUSD is seeking to name a Broker of Record for employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. SCUSD is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows 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 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 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 SCUSD and the providers on unresolved issues if needed; provide advice when needed to enforce SCUSD, employee, retiree or their dependents' rights.

6. Assist 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, portals, 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, the Affordable Care Act, 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.

F. 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 Services Agreement, including insurance and indemnification language (attached). 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.

V. PROPOSAL FORMAT AND CONTENT

A. **Profile of Firm**: This section shall include the firm name, date established and the address of the office that would be assigned to the SCUSD 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 K-12 school districts. Include the firm's financial stability, capacity and resources. Identify who is authorized to sign agreements and represent your firm in matters related to this Statement of Qualifications.

B. **Qualifications of the Firm**: This section shall include a brief description of the firm's and any sub consultant's qualifications and summary of previous experience on similar or related engagements. Provide a firm and account team client list from the past five (5) years, including any and all K-12 school district 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 account individuals who may be contacted for references. Be sure to list contact name, organization, title, e-mail address and telephone number for each account.

- The firm shall have at least five (5) consecutive years of experience in California providing brokerage and benefits consulting services to K-12 school districts. The firm shall have provided such services to jurisdictions whose service populations are similar in size and complexity to SCUSD.
- The firm 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 firm shall have experienced management staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
- The firm shall have experience working with labor unions, benefit committees, and advisory committees.
- The firm shall possess knowledge of applicable laws, regulations and codes and shall be familiar with local conditions and trends relating to group insurance in California.

C. **Project Staffing**: List the key individuals who will be assigned to the account, their qualifications and disciplines, including their resumés. The firm'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 firm proposes to staff this project. 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 with emphasis on K-12 school district unionized work forces.

b. List the experience and education requirements standards for Account Manager (five (5) years of benefit administration and client management experience is preferred.) Please provide credentials documenting professional experience, employment history and education.

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.

D. **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, technical, 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.

f. Complete and submit Attachment A, Consultant Questionnaire, with your Statement of Qualifications.

E. **Cost/Pricing Information:**

This section shall include the firm's price for performing the services discussed in the scope of services. 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 SCUSD with the best price at the time of negotiations.

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 firm may be required to submit two (2) years of their 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.

F. **Legal**. Please respond to the following questions:

a) Is there now any pending legal action alleging violation of the law that your firm is involved with? If so, please describe such pending action.

b) Have there been any settlements or judgments involving such actions within the last five (5) years? Please describe each settlement or judgment, including the nature of the action and amount of recovery.

G. **Insurance**. Firms awarded a contract must provide Certificates of Insurance showing evidence of general and professional liability insurance coverage carried by your firm.

H. **References.** Please provide references on your last three (3) K-12 school clients for whom your firm provided services similar to what is being requested in this RFQ. Include the name of the school district, and the name and telephone number of the person to contact at the school district.

I. **Other:** Proposals shall also include:

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

VI. EVALUATION AND SELECTION

A. Evaluation Criteria

In addition to the degree to which the firm responds to the specifications of this Request for Statement of Qualifications, 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 K-12 school districts 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; 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 scope of services 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 will evaluate 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 firms to make an oral presentation. The presentation shall serve to confirm proposal representations, provide supplemental information and provide 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. 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 SCUSD may award without conducting negotiations, the proposal submitted shall contain the firm'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, firm 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 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.

ATTACHMENT A - CONSULTANT QUESTIONNAIRE

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

1. Has your firm established any limitation on the number of clients you intend to accept? What is your client to consultant ratio?
2. Give an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance services to SCUSD.
3. If you are the successful new consultant, outline your transition plan with dates, tasks and responsible parties.
4. How do you track and communicate legislative updates to your clients? Provide a sample of legislative updates.
5. How do you track and communicate industry trends to your clients? Provide a sample of industry trend updates.
6. Provide an example that demonstrates your firm's ability to be proactive in finding opportunities to enhance benefits and services.
7. Provide examples that demonstrate your firm's negotiation skills to bring down costs.
8. Tell us how you monitor and report on provider performance. Provide a sample of provider performance reports your firm has completed for current clients.
9. Do you have access to a benefits attorney who could render opinions to SCUSD? If so, please provide the cost for this service.
10. 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.
11. 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).
12. Describe how new hires are electronically enrolled, and how departing employees are terminated.

13. Does your service include a benefits Intranet site for employees? If so, please describe the information available.
14. Can your electronic eligibility management system integrate with SCUSD's payroll system? If so, please provide references where you have successfully accomplished this.
15. Please list any payroll system in which your eligibility management system cannot import or export data.
16. Please describe your electronic process for managing evidence of insurability.
17. Can your organization act as a billing agent to all insurance carriers and provide a consolidated statement to SCUSD?
18. Please provide a sample of a consolidated bill.
19. Please describe the bill reconciliations process.
20. As a billing agent, can you perform the necessary duties to ensure that SCUSD pays correctly for all coverage?
21. Describe your experience where you have successfully consolidated and/or moved plan years in the past.
22. Provide examples of past/current engagements where you have successfully started a school district benefits committee with all parties involved (labor management included). Describe how you keep such a committee effective and indicate the length of time you've sustained the operation of such a committee.
23. Provide details of any services you can offer to SCUSD related to Early Retirement programs to enhance employees to retiring early to help SCUSD produce ongoing savings.
24. Describe your experience with implementing social security alternative plans.
25. Describe your experience in providing services to retirees as part of a post-employment benefit plan. List how you have been able to assist other districts in managing the costs and administration of the plans.
26. Please list and describe any other products or services that you feel are a market differentiator for your firm.

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.

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. 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 17. 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 18. 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 19. 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:_____	By:_____
Ken A. Forrest Chief Business Officer	Signature
_____	_____
Date	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