



## City Council Report

915 I Street, 1<sup>st</sup> Floor

Sacramento, CA 95814

[www.cityofsacramento.org](http://www.cityofsacramento.org)

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**File #:** 2016-01039

September 20, 2016

**Consent Item 11**

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**Title: Agreement: After-School Education and Safety Program Agreement with Elk Grove Unified School District for Edward Harris, Jr. Middle School**

**Recommendation:** Pass a Resolution 1) authorizing the City Manager, or his designee, to execute an agreement with the Elk Grove Unified School District for the City to operate the After-School Education and Safety Program at Edward Harris, Jr. Middle School for fiscal year 2016/17 in the amount of \$122,381; and 2) authorizing the necessary operating revenue and expenditure budgets.

**Location:** Sacramento County

**Contact:** Sylvia Fort, Recreation Manager, (916) 808-8381; Shannon Brown, Operations Manager, (916) 808-6076; Chris Conlin, Director, Department of Parks and Recreation

**Presenter:** Not Applicable

**Department:** Parks and Recreation Department

**Attachments:**

1-Description/Analysis

2-Agreement

3-Resolution

## Description/Analysis

**Issue Detail:** The Elk Grove Unified School District (EGUSD) has requested that the Parks and Recreation Department's START program operate the After School Education and Safety Program (ASES) at Edward Harris, Jr. Middle School for fiscal year 2016-17. EGUSD has received a grant from the State funds the ASES program and EGUSD has requested that START continue to operate the ASES program at Edward Harris, Jr. Middle School for an additional year at a revised reimbursement rate not to exceed \$122,381. City Council authorization is required for START to operate the program in a service provider capacity and because the total contract amount for the next year is over \$100,000.

**Policy Considerations:** The provision of City services to the EGUSD is consistent with the Parks and Recreation Department's after-school enrichment programs, which are also provided to other school districts in Sacramento County.

**Economic Impacts:** None

**Environmental Considerations:** This agreement to continue services is an administrative activity which is exempt from environmental review under Section 15378(b)(5) of the California Environmental Quality Act (CEQA) Guidelines.

**Sustainability:** This program has been reviewed to ensure its consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP).

**Commission/Committee Action:** None

**Rationale for Recommendation:** The ASES program will provide after-school education to 150 youth daily.

**Financial Considerations:** EGUSD is the fiscal agent for the State grant. The Agreement with EGUSD will reimburse the City up to \$122,381 for the START program at Edward J. Harris Jr. Middle School for fiscal year 2016-17. All costs incurred by the City in the operation of the agreement will be reimbursed by the school district. No general fund support is required.

**Local Business Enterprise (LBE):** Purchase of supplies and equipment to provide these services will be made in accordance with the City's Local Business Enterprise program requirements.

Requires Council Approval:  N  Y  
Council Meeting Date:

Real Estate  Other Party Signature Needed  Recording Requested

**General Information**

Contract Type: AGREEMENT	Attachment #:
PO Type:	Original Doc #:
\$ Not to Exceed: 122,381.00	Certified Copies of Document:
Other Party: ELK GROVE UNIFIED	Deed:
Project Name: ASES - AFTERSCHOOL PR	Tax ID # (if applicable):
Project Number: G19041604	Preferences:
Bid Transaction #:	LBE <input type="checkbox"/> SBE <input type="checkbox"/> DBE <input type="checkbox"/> MWBE <input type="checkbox"/>

**Department Information**

Department: Parks and Recreation	Division: RECREATION
Project Manager: KIM MOHLER	Supervisor: SYLVIA FORT
Contract Services: DAINA STILES	Division Manager: SYLVIA FORT
Phone Number: (916) 808-2347	Date: 08/12/2016 Org Number: 19001741
Comment:	

**Review and Signature Routing**

Department	Signature or Initial	Date
Project Manager:	<i>[Signature]</i>	8/12/16
Operation Manager:	<i>[Signature]</i>	8/13/16
Contract Services:	<i>[Signature]</i>	8/12/16
Supervisor:	<i>[Signature]</i>	8-12-16
Division Manager:	<i>[Signature]</i>	8-12-16

**City Attorney** Signature or Initial Date

City Attorney: *Sheryl Patterson*

Send Interoffice Mail  Notify for Pick Up **Name and Phone Ext:** DAINA STILES EXT 2347

**Authorization** Signature or Initial Date

Department Director: \_\_\_\_\_

City Manager: Y  N

**Contract Cover/Routing Form: Must Accompany ALL Contracts;**  
however, it is not part of the contract.

(Sticker)

**For City Clerk Processing**

**Finalized:**  
Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

**Imaged:**  
Initial: \_\_\_\_\_  
Date: \_\_\_\_\_

**Received:**  
(City Clerk Stamp Here)

- Log
- Scan
- I:\Contracts\
- Email Budget staff
- Email Risk Mgmt
- BAI entry
- BAI copy
- Return original

# ELK GROVE UNIFIED SCHOOL DISTRICT

(For Fiscal Services use only)

Fiscal Services

Item #: C.XV.17.

Board Date: 7/12/16

EGUSD Contract #: 17-0116

## Contract Summary Sheet

*To be used for consultant contracts less than \$50,000 or  
contracts for services less than \$86,000*

1. Complete *all* fields in Section A
2. Obtain initials of department/site administrator on signature line of original contract
3. Send to Chanel Urbiztondo in Fiscal Services for signatures, processing, and inclusion for Board agenda
4. Please allow 10 business days for processing
5. When the signed contract is returned to you include the EGUSD contract number—found in the upper right corner and near the signature line—in the description of your PR

**SECTION A** – Complete *all* fields prior to submitting to Fiscal Services.

<b>Agreement With:</b>	<u>City of Sacramento</u>	<input type="checkbox"/> ICA
<b>Description of Services Provided:</b>	<u>Comprehensive afterschool program at Harris</u>	
<b>Contract Start Date:</b>	<u>August 10, 2016</u>	
<b>Contract End Date:</b>	<u>June 23, 2017</u>	
<b>Certificate of Insurance:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No    (Please contact Launa Stout in Risk Management at x7270 if you are unsure.)	
<b>Originating Department:</b>	<u>LSS</u>	<b>Return Signed Contract To:</b> <u>Erin Sipes</u>
<b>Funding Source Title:</b>	<u>ASES grant funding</u>	<b>RECEIVED</b>
<b>Contract Amount:</b>	<u>\$122,381.00</u>	<b>JUL 12 2016</b>
<b>Submitted By:</b>	<u>Erin Sipes</u>	<b>EGUSD FISCAL SERVICES</b>
	<b>Date Submitted:</b> <u>July 7, 2016</u>	

PR or PO number (if known): PR 602189

**NOTES**

Included in BAI for July 12, 2016



Elk Grove Unified School District  
Learning Support Services  
After School Education and Safety (ASES)

**2016 - 2017**  
**MASTER CONTRACT BETWEEN**  
**ELK GROVE UNIFIED SCHOOL**  
**DISTRICT**  
**AND**  
**CITY OF SACRAMENTO**

## I. AUTHORIZATION AND GENERAL PROVISIONS

### A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into upon Board approval, between the Elk Grove Unified School District (hereinafter referred to as "EGUSD" or the "District") and City of Sacramento (hereinafter referred to as "CONTRACTOR") for the purpose of providing after school program services.

EGUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), attached hereto as Appendix A, and made a part hereof, and generally describes CONTRACTOR'S program.

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## **B. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as EGUSD policies and procedures.

## **C. TERMS OF MASTER CONTRACT**

The Term of this Master Contract shall begin upon signature of both parties and Board approval and end on June 30, 2017 ("Term"). Though services are scheduled to begin on or about the first day of school, the terms and conditions of this Contract shall be in force upon signing. Because funding for services set forth in this Contract is grant-based, any changes to the grant-term that ends funding before July 1, 2017, shall automatically modify the end date of this Contract to the end date of the grant-term.

## **D. INTEGRATION**

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Appendix A, and the District's policies and procedures, constitute the Contract between EGUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or Contract. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, EGUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

Any questions about interpretation of terminology, conditions or provisions contained within this Master Contract will be interpreted to conform to the intent of providing after school program services in good faith, in compliance with all applicable laws, regulations, and grant requirements, and in the establishment and maintenance of a good faith professional relationship between EGUSD and CONTRACTOR. Any errors or omissions identified within the Master Contract during the course of the provider selection period, process, and during the term of the Master Contract itself, shall be identified and corrections or clarifications issued to all prospective and contracted providers.

## E. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "credential" means a valid teaching credential or permit in single or multiple subjects, special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section (3001)(j).
2. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing services, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.
3. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified

professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).

4. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.

5. The term "days" means calendar days unless otherwise specified.

6. The phrase "billable day" means a service day meeting the requirements for payment under this Master Contract.

7. The phrase "billable day of attendance" shall have the meaning set forth in Section (III)(C) of this Master Contract.

8. The term, "records", shall include, but not be limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of subcontractors, independent contractors of CONTRACTOR, teachers and/or daily service providers relative to the services provided by CONTRACTOR, and/or any other records of EGUSD whether directly or indirectly pertaining to the services provided pursuant to this Master Contract; daily service logs and notes and other documents used to record the provision of services including staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports ; bank statements and canceled checks.

## II. ADMINISTRATION

### A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by personal delivery, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth.

Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail or personal delivery:

All notices provided for by this contract shall be in writing.

Notices mailed to EGUSD shall be addressed to:	Notices mailed to CONTRACTOR shall be addressed to:
<b>DISTRICT:</b>	<b>CONTRACTOR:</b>
Elk Grove Unified School District	Name:
Learning Support Services	Company:
9510 Elk Grove - Florin Rd.	Address:
Elk Grove, CA 95624	City: State: Zip:
(916) 686-7712	Phone: Email:
Attn: Erin Sipes	Attn:

**B. MAINTENANCE OF RECORDS/CONFIDENTIALITY**

1. CONTRACTOR will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning District students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or District employee data provided or made available to CONTRACTOR in connection with this Master Contract including, but not limited to, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy ACT (FERPA) and the Children’s Internet Protection Act (CIPA), and will observe all District security procedures related to the foregoing, including but not limited to those set forth in EGUSD applicable Board Policies and Administrative Regulation, including, but not limited to:

BP/AR 6162.7, *Use of Technology and Instruction*; BP/AR 5125, *Student Records*; and BP/AR 5125.1, *Release of Directory Information*.

2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract.

3. All information received and developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of EGUSD students being served by CONTRACTOR, are confidential. Except as provided by the provisions of this Master Contract, (e.g. in Sections (II)(B)(4) and (II)(B)(7)), without prior written consent of an authorized District representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform District, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from District for any purpose other than the performance of this Master Contract, without District's written consent.

4. CONTRACTOR may disclose to any subcontractor, or District-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written Contract to the requirements of Section (II)(B) and shall provide a copy of such Contract to District.

5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of District.

6. CONTRACTOR shall maintain EGUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees, subcontractors, independent contractors, volunteers, representatives, agents who have access to confidential records. CONTRACTOR shall maintain an access log for each EGUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code Section 49064 and include the name, title, agency/organization affiliation, and date/time of access

for each individual requesting or receiving information from the EGUSD student's record.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.

8. CONTRACTOR'S obligation of confidence under this Section shall survive cancellation, termination, or expiration of this Master Contract.

### **C. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

### **D. SUCCESSORS IN INTEREST**

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of District.

### **E. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Sacramento County, California.

### **F. TERMINATION FOR CONVENIENCE**

1. Notwithstanding any other provision of this Master Contract, EGUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for EGUSD's convenience with thirty (30) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

- a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and
- b. Deliver to EGUSD all information and material as may have been involved in the provision of services whether provided by EGUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether

completed or in process (unless otherwise directed by EGUSD's notice). Such notice shall be deemed to have been served as of the date delivered if made by personal delivery, or if mailed, as of the date of mailing by United States mail, postage pre-paid.

2. If the termination is for the convenience of District, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and EGUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

#### **G. TERMINATION FOR DEFAULT**

1. EGUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and District may, in its sole discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:

- a. Immediately discontinue all services under this Master Contract (unless directed by EGUSD otherwise); and
- b. Deliver to EGUSD all information and material as may have been involved in the provision of services whether provided by EGUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by EGUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.

2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, EGUSD may assume responsibility for the services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of EGUSD students to

another service provider. The expense of completing the services, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to the EGUSD upon notice of the excess so due.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of EGUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.

4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of EGUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

## **H. TERMINATION FOR CHANGE OF CONTROL**

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an Affiliate of CONTRACTOR) to form a new entity, then, at any time EGUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days prior written notice and (b) designating a date upon which the termination(s) will be effective.

## **I. TERMINATION FOR INSOLVENCY**

EGUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement

or reorganization, (d) is adjudicated as bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

## **J. INDEMNIFICATION AND HOLD HARMLESS**

1. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless EGUSD and its elected and appointed officials, directors, officers, agents, employees, volunteers, contractors and guests against any claim or demand, including defense costs and attorneys fees, arising from any actual or alleged act, error, omission, or contractual obligation or breach of contract by CONTRACTOR or its directors, officers, agents, employees, volunteers, contractors or subcontractors, or guests arising from CONTRACTOR's duties and obligations described in this Contract or imposed by law.

2. To the fullest extent allowed by law, EGUSD shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees, volunteers, contractors and guests against any claim or demand, including defense costs and attorneys fees, arising from any actual or alleged act, error, omission, or contractual obligation or breach of contract by EGUSD and its elected and appointed officials, directors, officers, agents, employees, volunteers, contractors and guests arising from EGUSD's duties and obligations described in this Contract or imposed by law.

## **K. INSURANCE**

1. Prior to commencement of this Contract, EGUSD and CONTRACTOR agree to purchase and/or maintain through the duration of this Contract insurance or liability coverage (such as liability coverage provided by a legally authorized pool domiciled in California, or Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate. Failure to maintain insurance/coverage as stipulated in this Contract shall be grounds for immediate termination of this Contract.

2. If EGUSD determines that change in insurance coverage obligations is necessary, EGUSD may reopen negotiations to modify the insurance requirements.

3. If CONTRACTOR is self-insured, CONTRACTOR shall submit to EGUSD a description of the self-insurance plan and excess insurance/coverages, evidence that the plan is adequately funded to provide the minimum limits of liability for all lines of insurance/coverage stipulated in this Contract. CONTRACTOR shall also provide to EGUSD the following:

- a. A statement by the Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to the EGUSD, Risk Management Department, at least thirty (30) days before such discontinuance or material change.
- b. Any deductibles or self-insured retentions shall be declared in writing to EGUSD. EGUSD approval is required for any amounts over \$25,000.
- c. Self-Insurance shall not be in effect, nor satisfy the insurance/coverage conditions of this Contract until approved in writing by the EGUSD Risk Management Department.

4. Lines of Insurance/Coverage:

The insurance or liability coverage shall include, as may be reasonable and appropriate given the acts and activities contemplated by this Contract, commercial general liability, premises or property liability, automobile liability (owned, non-owned, and hired), contractual liability, professional liability/errors and omissions, employer's liability, product liability, completed operations, business interruption, and/or educator's legal liability coverage.

For the acts and activities contemplated by this Contract, at a minimum, CONTRACTOR shall provide the following insurance/coverage:

- i. **Commercial General Liability** including, but not limited to personal and bodily injury, damages, property, given the operations of CONTRACTOR, and of its contractors/sub-contractors include, but are not limited to the involvement of direct and/or indirect interaction, interpersonal contact, or control over student learning activities, parental participation, or contractor/sub-contractor acts and activities, regardless of the location or premises services are provided (i.e. whether services are

provided on District property, or property owned, borrowed, rented or leased by the CONTRACTOR). Covered property includes District, parent and student property.

- ii. **Commercial Automobile Liability** if CONTRACTOR and/or its contractors/sub-contractors are going to operate a vehicle on District property, or in the course and scope of this Contract.\* Limits of liability shall include a minimum of \$1,000,000 combined single limit.
- iii. **Property or Premises Liability** (if not included in Commercial General or Property Liability) if services are provided on property owned, rented, leased or controlled by CONTRACTOR. Such insurance/coverage shall be afforded by official endorsement if not already included in manuscript form.

5. Deductibles or Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to EGUSD, and amounts greater than \$25,000 must be approved by EGUSD. At the option of the EGUSD, either: the CONTRACTOR'S insurer shall reduce or eliminate such deductibles or self-insured retentions as respects EGUSD, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to EGUSD guaranteeing payment of indemnity obligations such as losses and related investigations, claim administration, and defense expenses.

6. Additional Insured Endorsement:

- a. To the full extent of the Parties' respective indemnity obligations, including the minimum limits of liability set forth above, the Parties' insurance or liability coverage Contracts shall be endorsed (copy of Endorsement attached to Certificate of Insurance) to extend "additional insured" or "additional covered party" status to all proposed indemnities.
- b. Such endorsement shall be completed on none other than ISO - CG 20 10 11 85, or CG 20 10 10 01, or CG 20 37 10 01.

7. Primary Insurance/Coverage:

To the full extent of the Parties' indemnity obligations, said insurance/coverage policies shall include or be endorsed (copy of Endorsement attached to Certificate of Insurance) to the extent that each line of insurance/coverage under this Contract shall apply as primary, and that any other insurance/coverage maintained by the other Party shall be excess only and not contributing with the insurance/coverage afforded by the other.

8. Other Insurance/Coverage:

Each Party also represents that for the period of this Contract they will also purchase and maintain [real or personal property insurance or coverage, as well as any] insurance or liability coverage as required by law or regulation, including workers' compensation coverage.

9. Workers' Compensation Waiver of Subrogation:

- a. To the fullest extent permitted by law, CONTRACTOR and its directors, officers, agents, employees, contractors and sub-contractors, volunteers, guests, and any insurer of CONTRACTOR and its contractors/sub-contractors, may acquire from CONTRACTOR by virtue of the payment of any loss, waive all opportunities of subrogation against EGUSD for any and all claims for bodily and personal injury, including employers' liability (Coverages A and B) and third party over actions against the EGUSD and its elected and appointed officials, directors, officers, agents, employees, contractors, volunteers and guests.
- b. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of EGUSD for all work performed by CONTRACTOR, its employees, agents and contractors/sub-contractors.

10. Certificate of Insurance/Coverage and Endorsements:

- a. With respect to such required coverage(s) pursuant to this Contract, each Party shall provide evidence of such coverage(s) by way of a Certificate of Insurance or Certificate of Coverage. As evidenced by either endorsement, copy of declarations, or certificate of insurance, all lines of insurances/coverage shall contain a 30-day non-renewal notice. CONTRACTOR shall, within 5 days of the date of issuance of such notice by the insurer/coverage provider, provide to EGUSD's Risk Management Department, a copy of such notice.

- b. A copy of each endorsement in order to effect the indemnity obligations of this contract shall be attached to said Certificate, and such Certificate shall not be valid without said endorsement(s). Endorsements contemplated by this Contract include the following:

Additional Insured: ISO Form: CG 20 10 11 85; or CG 20 10 10 01; or CG 20 37 10 01.

Contractual Liability: ISO Form: CG 24 26 07 04.

Waiver of Subrogation: ISO Form: CG 24 04 11 85; or CG 24 04 10 93; or State Compensation Insurance Fund, *Additional Insured Employer Endorsement Contract*, containing the following language: THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST EGUSD, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY. ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE [DATE] IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: EGUSD....ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST: EGUSD, WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS POLICY IN CONNECTION WITH WORK PERFORMED BY: (POLICY NAME)

11. Survivability:

The Parties' indemnity and coverage obligations shall survive the termination of this Contract with respect to any claim arising from the Parties' actual or alleged performance or non-performance of their respective rights, privileges, or obligations existing under this Contract.

12. Joint Interests:

- a. Each party represents that for the duration of this Contract, with respect to the fulfillment of each parties' obligations pursuant to this Contract, to provide the other's designee (e.g. EGUSD's Risk Management Department) with notification of bodily injury, personal injury or loss of property to each parties' officials, employees, agents, volunteers, guests and third parties, within 5 calendar days of the date of occurrence of such loss, but no later than 5 calendar days of the date of the party's knowledge of the loss.

- b. In the event of such loss, the Parties agree to take all steps reasonable or necessary to cooperate in investigating the occurrence of each loss, and in resolving or mitigating losses with the affected or third party.
- c. In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

13. Injury and Illness Prevention:

Each Party also represents that for the period of this Contract, they will maintain and enforce an Injury and Illness Prevention Program as required by law or regulation, including all required standards and requirements under such law/regulation (e.g. blood borne pathogen, ergonomic, reporting of serious injury/illness), and agree to take all steps reasonable or necessary to cooperate in ensuring compliance. Documentation or recordkeeping to the same will be made available to the other Party upon request.

14. Notification of Incidents and Accidents:

- a. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Sonjhia Lowery, Director, 916-686-7712 or slowery@egusd.net) of any and all incidents/accidents involving bodily injury, personal injury and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives or agents.
- b. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives or agents, shall cooperate with EGUSD on any and all investigations conducted by EGUSD and/or its agents into incidents/accidents.
- c. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives or agents, involved in an incident/accident shall complete the following form as applicable, within 24 hours of such incident/accident: Student Accident Report (Appendix C)

## L. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to EGUSD before subcontracting for services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of services for EGUSD students, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect the indemnification, hold harmless and insurance/coverage requirements as specified in Section (II) (L) above. CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to EGUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.
  
2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements under this Contract (e.g. Section (II) (L) with respect to each such independent contractor by either:
  - a. Each independent contract is required to complete the "Independent Contractor Agreement" (Appendix D), and must be approved by EGUSD prior to commencement of work under this Contract.
  
  - b. Covering each such independent contractor under CONTRACTOR'S own insurance, as "named insured" (not "additional insured"),<sup>1</sup> as evidenced by submitting complete copies of all CONTRACTOR'S insurance/coverage pages of Declaration, endorsements and certificates of insurance/coverage;

Or

  - c. Submitting copies of each such independent contractor's insurance/coverage pages of Declaration, endorsements and certificates of insurance/coverage, evidencing that each has its own insurance/coverage which complies with the requirements of Section (II) (L) above.
  
3. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall

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<sup>1</sup> A Named Insured is subject to all coverages, exclusions and conditions for coverage, and the terms and conditions of the insurer and insuring document. An Additional Insured is only subject to the coverages afforded by the Named Insured's policy.

adhere to MONITORING (expectations/rules/procedures) set forth in Section (III) (H) of this Master Contract.

4. If CONTRACTOR hires an EGUSD employee, classified or certificated, as a CONTRACTOR employee or independent contractor, both the CONTRACTOR and the individual hired by CONTRACTOR, understand, acknowledge and agree that any and all work performed by the individual pursuant to this Contract include the following conditions while working under the Contract:

- a. The individual is not considered nor to be used in any capacity by CONTRACTOR as a district employee for any purpose pursuant to this Contract.
- b. The individual is not performing any work for EGUSD, and therefore is not entitled to wages, compensation, benefits including workers' compensation, nor any other form of liability coverage by or from EGUSD, waives any rights of subrogation against EGUSD for any injuries or illnesses sustained in the course of work pursuant to the Contract, must sign such acknowledgement/waiver upon entering into an employee, subcontractor or independent contractor relationship with CONTRACTOR. See Appendix D.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverage and to provide the required certificates, endorsements and policies as described in Section (II) (L) shall also constitute a material breach of, and may result in, termination of the Master Contract.

#### **M. CONFLICTS OF INTEREST & CODE OF ETHICS**

1. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-District business while on District property or time.

2. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Contract any and all circumstances existing at such time which pose a potential conflict of interest.

- a. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between District and CONTRACTOR.
- b. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.
- c. Failure to comply with the provision of this section or failure to comply with any provisions of appendices to this Master Contract regarding ethics or conflicts of interest shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies the District may have.

#### **N. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of a person's actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military or veteran status, gender, gender identity, gender expression, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

#### **O. ACCESSIBILITY**

CONTRACTOR agrees that each student or parent desiring and receiving the services of CONTRACTOR, shall be provided access to all programs, services and activities. In the event a student or parent need or request accommodation in order to receive such services, CONTRACTOR is responsible to immediately contact Sonjhia Lowery, Director, 916-686-7712, or the Risk Management Department, 916-686-7775.

## P. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of EGUSD students with appropriate information including complaint forms.

## III. EDUCATIONAL PROGRAM AND OPERATIONAL REQUIREMENTS

### A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and EGUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for EGUSD students, as specified in the ISA. CONTRACTOR shall make no charge of any kind to parents for after school program services.

### B. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by EGUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with EGUSD and State of California standards and connected to the regular day program. The California Department of Education requires that program elements "be aligned with, and not be a repeat of, the content of regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building must be provided. After school programs must consist of the two elements below and ASES program leaders work closely with school site principals and staff to integrate both elements with the school's curriculum, instruction, and learning support activities.

1. An **educational and literacy** element must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

2. The **educational enrichment element** must offer an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum."

### **C. BILLABLE DAYS OF ATTENDANCE**

CONTRACTOR shall provide services as specified in the ISA. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA.

### **D. WITHDRAWAL OR DISMISSAL OF EGUSD STUDENT FROM PROGRAM**

CONTRACTOR shall immediately inform Learning Support Services when a parent of an EGUSD student has requested a withdrawal from services with stated reasons, or an EGUSD student is dismissed from services for lack of attendance or behavioral concerns. In the case of dismissal from program, CONTRACTOR will provide appropriate supporting documentation to EGUSD within 24 hours.

### **E. PARENT ACCESS**

CONTRACTOR shall provide reasonable parental access to EGUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. CONTRACTOR shall comply with any known court orders regarding parental visits and access to EGUSD students.

### **F. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES**

1. If CONTRACTOR is permitted access to public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and shall comply with all EGUSD procedures regarding visitors to school campuses specified by the EGUSD, as well as and the procedures of the campus being visited.

2. CONTRACTOR shall not conduct marketing or soliciting of services or products, or of any other business-related activities in a manner that will endanger the safety of students.

3. CONTRACTOR shall not solicit any fees or request for funding from families. Students shall be allowed to participate fully in all program offerings without cost to student or families.

## **G. SUPPLIES AND EQUIPMENT**

CONTRACTOR shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as specified in the ISA.

## **H. OPERATIONAL REQUIREMENTS**

After school programs will operate every regular school day during the regular school year. After school services will commence immediately upon the conclusion of the regular school day and will remain open until at least 6:00 p.m. and operate for a minimum of 3 hours daily. A student to staff ratio of 20:1 will be maintained at all times.

## **I. MONITORING**

1. CONTRACTOR shall allow access by EGUSD to its facilities for periodic monitoring of each EGUSD after school program and shall invite EGUSD to participate in the review of program effectiveness. EGUSD shall have access to observe each EGUSD student at work, observe the instructional setting, interview CONTRACTOR, and review each EGUSD student's records and progress. Such access may include unannounced monitoring visits. When making site visits, EGUSD shall initially report to CONTRACTOR'S site administrative office.

2. CONTRACTOR shall participate in person for an annual review process as deemed appropriate by EGUSD. This review will include, but is not limited to, programmatic aspects, compliance with relevant state and federal regulations, assessments of EGUSD students, EGUSD student achievement growth, and Master Contract compliance.

3. CONTRACTOR shall participate in any reviews, including without limitation, self reviews as required by law.
4. CONTRACTOR understands that EGUSD reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of attendance; health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.
5. CONTRACTOR shall ensure that the on-the-job performance of all personnel is regularly monitored.

## IV. PERSONNEL

### A. CLEARANCE REQUIREMENTS

1. CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as CDOJ) and tuberculosis ("TB") clearance for CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any EGUSD student, unless CONTRACTOR determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with EGUSD students. Such CDOJ clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. CONTRACTOR shall certify in writing to EGUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current EGUSD or other school district's employees must obtain CDOJ clearance verified with CONTRACTOR'S ORI (Originating Agency Identification) number.
2. CONTRACTORS with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information.

3. If CONTRACTOR'S services, as specified in the ISA, are limited to online services, contact with EGUSD students shall also include electronic contact, and CONTRACTOR shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees having electronic or telephone contact only with any EGUSD student shall not be required to obtain TB clearance.
4. Administrative staff for CONTRACTOR not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential EGUSD student information shall not be required to obtain TB clearance.
5. CONTRACTOR shall certify in writing by completing Appendix B to this Master Contract that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.
6. Representatives for CONTRACTOR attending any district approved function where students are in attendance (i.e., Providers Fairs) shall comply with all above clearance requirements described herein.
7. Before the start of service, clearance certifications shall be submitted to Learning Support Services pursuant to its requirements.

## **B. STAFF QUALIFICATIONS**

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, on-line, and/or individualized instruction or related services meet the minimum qualifications for an instructional aide (paraeducator) in the school district.
2. Site Supervisor shall be subject to the approval of the school site principal (California Education Code 8483.4).

## **C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS**

1. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract.

2. If CONTRACTOR is a sole proprietor business, CONTRACTOR must complete and submit to Learning Support Services, an Independent Contractor Agreement (Appendix D).

#### **D. STAFF ABSENCES**

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in this Master Contract and as determined by EGUSD. EGUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider who is listed on the CONTRACTOR personnel statement prior to providing services. If a qualified substitute is not available and the program is at risk of being out of ratio per grant requirements, CONTRACTOR will contact EGUSD immediately to attempt to subcontract with an EGUSD employee to provide adequate coverage.

2. The CONTRACTOR shall notify the site coordinator regarding staff absences and provision of "make-up" services by a qualified service provider.

3. The CONTRACTOR shall notify its employees who are EGUSD employees that an absence from their regular duties for EGUSD work prohibits them from working for a CONTRACTOR on that same day of absence if the absence was for illness.

### **V. HEALTH AND SAFETY MANDATES**

#### **A. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and EGUSD policies and procedures regarding student health and safety.

#### **B. TRANSPORTATION**

CONTRACTOR shall neither provide transportation nor subcontract for transportation services for EGUSD students unless EGUSD and CONTRACTOR agree otherwise in writing, as specified in the ISA.

#### **C. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when CONTRACTOR serves an EGUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each EGUSD student to whom medication is administered. Such written log shall specify the EGUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

#### **D. INCIDENT / ACCIDENT REPORTING**

1. CONTRACTOR shall be responsible to notify immediately - no later than one (1) hour via email or phone from the time of the incident/accident - the Contract Administrator (Sonjhia Lowery, Director, 916-686-7712 or SLowery@egusd.net) of any and all incidents/accidents involving bodily injury, personal injury and property damage, whether or not such incident/accident involved CONTRACTOR or any of CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives or agents.
2. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives or agents, shall cooperate with EGUSD on any and all investigations into incidents/accidents conducted by EGUSD and/or its agents.
3. CONTRACTOR and all CONTRACTOR'S subcontractors, independent contractors, employees, volunteers, representatives or agents, involved in an incident/accident shall complete the following form as applicable, within 24 hours of such incident/accident: Student Accident Report (Appendix C)

#### **E. CHILD ABUSE REPORTING**

CONTRACTOR must develop and/or maintain a written suspected child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are trained in, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code Section 11166. A written statement acknowledging the legal requirements of such reporting and

verification of staff adherence to such reporting shall be submitted to Learning Support Services. CONTRACTOR must develop and maintain a written suspected child abuse reporting procedure.

#### **F. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures EGUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code Section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to Learning Support Services. CONTRACTOR must develop and maintain a written missing children reporting procedure.

### **VI. FINANCIAL**

#### **A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by Learning Support Services.

- a. CONTRACTOR and its representatives shall not duplicate, complete, or alter, after school program enrollment forms at any time or for any reason. Forms that have been duplicated, altered, and/or completed by CONTRACTOR and/or its representatives will be considered null and void. CONTRACTOR and its representatives may only distribute enrollment forms to the parent/guardian of a student enrolled in a school offering an after school program.
- b. CONTRACTOR and its representatives must submit completed enrollment forms to EGUSD within two business days of completion. Enrollment forms received after two business days of completion will be considered null and void.

2. CONTRACTOR shall maintain separate registers that describe the services provided for each EGUSD school site. Original attendance forms (i.e., daily sign-out logs and notes) shall be completed daily and maintained on the site and shall be available for review, inspection, or audit by EGUSD during the Term of this Master Contract and permanently thereafter.

3. The District is not obligated to pay for unsatisfactory services provided that the district shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to the District's satisfaction within that 30-day period, there will be no interruption in payment.

#### **B. ASSIGNMENT / FINANCING**

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of the District. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

#### **C. RIGHT TO WITHHOLD PAYMENT**

1. EGUSD may withhold payment to CONTRACTOR when:

- a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract and ISA;
- b. CONTRACTOR was overpaid by EGUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;
- c. Education and/or related services were provided to EGUSD students by personnel who are not appropriately qualified;
- d. EGUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more EGUSD students enrolled in CONTRACTOR'S educational program; and/or
- e. CONTRACTOR'S insurance is not current. It is the CONTRACTOR'S responsibility to ensure insurance is current and required obligations are met, even when insurance renews during the term of the contract.

2. If the basis for the withholding is Section (VI)(C)(1)(d) above, EGUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.
3. If the basis for the withholding is Section (VI)(C)(1)(a) and/or Section (VI)(C)(1)(b) above, EGUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.
4. If the basis for the withholding is Section (VI)(C)(1)(c) above, EGUSD may only withhold payment for services provided by the applicable individual.
5. If the basis for the withholding is Section (VI)(C)(1)(e) above, EGUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the EGUSD student.
6. If EGUSD determines that cause exists to withhold payment to CONTRACTOR, EGUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that EGUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis for EGUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for EGUSD's withholding payment or submit a written request for extension to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, EGUSD shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty [30] days), otherwise payment will be denied.

#### **D. PAYMENT FOR ABSENCES**

STAFF ABSENCE: when CONTRACTOR'S service provider is absent, EGUSD shall not pay for services unless a qualified substitute, as specified in Section (IV)(D), is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider. If a qualified substitute is not available and the program is at risk of being out of ratio per grant requirements, CONTRACTOR will contact EGUSD immediately to attempt to subcontract with an EGUSD employee to provide adequate coverage.

#### **E. BUDGET REDUCTIONS**

In the event that during the TERM of this Master Contract, the State of California Department of Education or the Board of Education of the District fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, District may either (a) terminate the Master Contract, without further liability to District, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual Contract of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, District shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

#### **F. INSPECTION AND AUDIT**

1. CONTRACTOR shall maintain and EGUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been earned under this Master Contract.

2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code Section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications, statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and cancelled checks. Such access may include unannounced inspections by EGUSD. CONTRACTOR shall make available to EGUSD all budgetary information including operating budgets

submitted by CONTRACTOR to EGUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at EGUSD or CONTRACTOR'S office (to be specified by EGUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to EGUSD within five (5) days of receipt of a written request from EGUSD. CONTRACTOR shall, at no cost to EGUSD, provide assistance in such examination or audit. EGUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by EGUSD.

4. CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to EGUSD upon request.

5. If an inspection, review, or audit by EGUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes EGUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, EGUSD shall provide the basis for such demand. Unless CONTRACTOR and EGUSD otherwise agree in writing, CONTRACTOR shall pay EGUSD the full amount owed. CONTRACTOR shall make such payment to EGUSD within thirty (30) days of receipt of written demand for payment.

**G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)**

1. By signing this document, the CONTRACTOR certifies that it and its principals: and/or subcontractors

- a. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b. Have not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section (VII)(H)(1)(b) above; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

## H. NONFUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Contract the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Contract, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective upon Board approval, and terminates at 5:00 p.m. on June 30, 2017, unless otherwise terminated as provided herein.

The parties understand that this Contract is subject to and contingent upon District Board approval.

## I. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in EGUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the EGUSD.

Elk Grove Unified School District	<b>City of Sacramento</b> CONTRACTOR
 <u>Carrie Hargis</u> Carrie Hargis Director Fiscal Services <u>7/12/16</u> Date	By: _____ Signature <b>Christopher Conlin</b> <b>Director of Parks and Recreation</b> Title _____ Date

Board Apprd 7/12/16  
Item# C.XV.17

Approved as to Form:

\_\_\_\_\_  
Senior Deputy City Attorney

Attest:

\_\_\_\_\_  
City Clerk

**APPENDIX A: INDIVIDUAL SERVICES AGREEMENT**

**APPENDIX B: PERSONNEL STATEMENT**

**APPENDIX C: STUDENT ACCIDENT REPORT**

# Individual Service Agreement—After School Program | 2016/2017

## Elk Grove Unified School District Program Information

School Site: Edward Harris M.S.	Program Contact: Charles Amey, Principal
Site Address: 8691 Power Inn Rd. Elk Grove, CA 95624	Program Contact Phone: 916-688-0080
Program Contact Email: camey@egusd.net	Program Contact Fax: 916-688-0084

## Provider Information

Provider: City of Sacramento	Program Contact: Kim Mohler
Address: 5699 Southland Park Dr. Sacramento, CA 95822	Program Contact Phone: 916-808-8378
Program Contact Email: kmohler@cityofsacramento.org	Program Contact Fax:

## Contract Information

Agreement Begins: August 10, 2016	Agreement Ends: June 23, 2017	Master Contract Approved by Governing Board on: <i>7/12/16</i> <i>C.XV.17</i>
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## Service Information

Service Provided: A comprehensive after school program to include an educational and literacy element and an educational enrichment element daily from school closure until 6:00 PM.	Direct Services (description): Provide a site coordinator and sufficient staffing to meet the minimum requirement of the grant to maintain a ratio of 1 adult per 20 students, supplies for student use	Administrative Services (description): Operational and administrative expenses not to exceed \$15,603.00	
Number of Sessions: 180 school days	Total Direct Services Cost: \$106,778.00	Cost: \$15,603.00	Total: \$122,381.00
Target Number of Students Served Daily: 111			
Service Delivery Schedule: Program will operate every day that school is in session from dismissal time until 6:00 PM.			

**CONTRACTOR:** City of Sacramento

**EGUSD:**

\_\_\_\_\_  
Contractor Signature  
Christopher Conlin  
Director of Parks and Recreation

Date

*ck*

\_\_\_\_\_  
Site Representative

Date

\_\_\_\_\_  
Authorized Management

Date

\_\_\_\_\_  
EGUSD Representative

Date

ELK GROVE UNIFIED SCHOOL DISTRICT  
CONTRACT #17-0116

*Board Appvd 7/12/16  
Item C.XV.17*



# Elk Grove Unified School District

9510 Elk Grove-Florin Road  
 Elk Grove, CA 95624  
 916-686-7712  
 916-686-5095 (fax)

## Personnel Statement 2016-2017

Provider/Organization Name:  Street Address:  City, State, Zip Code:
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I, \_\_\_\_\_, am an authorized representative of \_\_\_\_\_. I hereby certify under penalty of perjury, that, pursuant to Education Code Section 44237 of the California Education Code, the required criminal background check(s) of all persons (including staff, volunteers, and anyone who will be in contact be it physical, verbal, or via online services with program participants who will be providing services to Elk Grove Unified School District has been conducted and that none of those persons listed below have been reported by the California Department of Justice (CDOJ) of the Federal Bureau of Investigation (FBI) as having been convicted of a serious violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7 (c).

I further certify that the below named individuals have been cleared by medical personnel within the past four (4) years as not being a carrier of contagious Tuberculosis (TB).

The persons listed below are currently our employees or volunteers (and may or may not include current school district credentialed or non-credentialed staff) and have submitted to and received a fingerprint clearance by the CDOJ under ORI code#: \_\_\_\_\_ issued to the organization named above that I am representing and have been trained in using the specific program materials utilized by CONTRACTOR.

Employee Full Name	Title	FBI Date	CDOJ Date	TB Date

I agree to keep this list current and to submit an addendum as soon as changes occur, and/or additional personnel are added or personnel are removed. I understand that if, at any time, I use a substitute for any personnel on the list, the stipulations hold true for them as well. I further agree to prepare a new Personnel Statement, at a minimum on an annual basis.

\_\_\_\_\_  
 Signature, Authorized Representative  
 (Blue Ink)

\_\_\_\_\_  
 Name (print)  
 (Blue Ink)

\_\_\_\_\_  
 Date



**REPORT OF STUDENT ACCIDENT**

**INSTRUCTIONS:** Complete form and email to Risk Management as soon as possible after injury occurs. Print form, obtain appropriate signatures, and send original form with original signatures to Risk Management. **This form is for confidential internal investigation ONLY and is not for distribution. Request for copies should be referred to the Risk Management Department.**

**STUDENT INFORMATION**

Student's Name:	Birthdate:
School of Attendance:	Grade:
Parent/Guardian's Name: _____	
Home Phone: _____	Work Phone: _____
Mailing Address: _____	
<i>Street Address</i>	<i>City ST Zip</i>

**ACCIDENT DETAILS**

Date of Accident:	Time of Accident:	am <input type="checkbox"/>	pm <input type="checkbox"/>
Location of Accident: _____			
Nature of Injury: _____			
Body Part(s) Involved: _____			
Describe Details of Accident, (be specific, use additional page if necessary): _____			
_____			
First Aid Rendered: _____			
Name of Teacher/Supervisor/Coach on Duty at Place of Accident: _____			
Where was student moved to after injury & how: _____			

Regular Meeting of the Board of Education  
 July 12, 2016 8:30 AM  
 Robert L. Trigg Education Center, Board Room  
 9510 Elk Grove-Florin Road  
 Elk Grove, CA 95624  
 Closed Session - 8:30 a.m.  
 Open Session - 9:30 a.m.

Agenda Item: **C.XV.17. Award of Request for Proposal (RFP #586-16/17) and Approval of MOU for After School Providers**

Speaker: Robert Pierce

Recommended Motion: Staff is requesting the Board to award RFP #586-16/17 and approve the selection of City of Sacramento as the afterschool provider at Edward Harris, Jr. Middle School.

Rationale: On May 31, 2016, Learning Support Services and Purchasing Department initiated a Request for Proposal (RFP) for Edward Harris, Jr. Middle School for the After School Education and Safety (ASES) grant. RFP's were sent to eight (8) providers. On Friday, July 1, 2016, RFP's were opened. Three (3) providers responded. The administration recommends the award of RFP #586-16/17 for one year, with the possibility of an additional four year extension, to be reviewed on a yearly basis.

The Elk Grove Unified School District wishes to enter into a one year contract with City of Sacramento to provide after school services that will be paid for through the After School Education and Safety (ASES) grant. We are requesting that the Board of Education award RFP #586-16/17 and approve the MOU between Elk Grove Unified School District and City of Sacramento for the time period of August 11, 2016 through June 30, 2017 with the possibility of an additional four year extension (to be reviewed on a yearly basis) and authorize designated personnel to execute required Memorandum of Understanding per Board Policy 3312-Contracts.

School	Funding	Total
Edward Harris, Jr. Middle School	ASES	\$122,381.00

Financial Impact: To be funded out of the ASES grant.

Comments: Prepared by Ruth Dew in Purchasing

Attachments:  
 Edward Harris, Jr. Middle School

## **RESOLUTION NO. 2016-**

Adopted by the Sacramento City Council

September 20, 2016

### **APPROVING AN AGREEMENT WITH THE ELK GROVE UNIFIED SCHOOL DISTRICT FOR THE START PROGRAM AT EDWARD HARRIS, JR. MIDDLE SCHOOL**

#### **BACKGROUND**

- A. The Department of Parks and Recreation has operated the State's After-School Education and Safety (ASES) program under its START program at middle schools since 1999. Funding for the ASES program comes either directly to the City or from school districts that receive grants from the State Department of Education.

School districts may provide ASES programs directly or contract with other providers to deliver services on their behalf.

- B. The Elk Grove Unified School District (EGUSD) has requested that the City continue to operate the ASES program at Edward Harris, Jr. Middle School in fiscal year 2016-17.
- C. All costs incurred by the City in the operation of the START program will be reimbursed by EGUSD. Therefore, no general fund support is required.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. The Agreement with EGUSD to provide START services at Edward Harris, Jr. Middle School during fiscal year 2016-17 in the amount of \$122,381, attached as Exhibit A, is approved. The City Manager, or designee, is authorized to execute the Agreement.

Section 2. The City Manager or his designee is authorized to adjust the necessary operating revenue and expenditure budgets to receive reimbursement of up to \$122,381 for the Elk Grove START program in fiscal year 2016-17.