



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File #: 2016-01006

September 20, 2016

Consent Item 13

Title: Twin Rivers Unified School District for After School Education and Safety (ASES) Program Contract

Recommendation: Pass a Resolution: 1) authorizing the City Manager or his designee to execute a Services Agreement (Agreement) with the Twin Rivers Unified School District (Twin Rivers) to provide an after school program for Twin Rivers with the City's Sacramento START (Students Today Achieving Results for Tomorrow) program at eight elementary schools and be reimbursed by Twin Rivers in an amount not to exceed \$874,443 for Fiscal Year (FY) 2016/17; 2) authorizing the City Manager or his designee to enter into amendments of the Agreement with Twin Rivers, subject to approval as to form by the City Attorney, which may change the number of schools or students to be served, the unit cost per student, or operational requirements as long as the amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to \$174,889), and the additional services can be provided by the START program and fully funded with Twin River's payments; and 3) authorizing the City Manager to adjust the necessary operating revenue and expenditure budgets to implement the Agreement and any amendments.

Location: Multiple locations within and outside the City limits

Contact: Jill Nunes, Recreation Manager, 808-6095; Sonja Jarvis, Administrative Officer, 808-8824; Department of Parks and Recreation

Presenter: None.

Department: Parks and Recreation Department

Attachments:

1-Description/Analysis

2-Attachment 1-Chart of School Sites

3-Resolution

4-Exhibit A-Service Agreement with Twin Rivers for FY2016/17

Description/Analysis

Issue: Twin Rivers has requested that the Parks and Recreation Department's Sacramento START program operate the After School Education and Safety (ASES) program at eight of Twin Rivers' elementary schools for FY 2016-17 as shown in Attachment 1. Twin Rivers has received a grant from the California Department of Education for the after school program and prefers that Sacramento START operate the program. A Service Agreement (Agreement) has been negotiated for this arrangement and authorization is requested for the City Manager to sign the Agreement.

START has been the contractor at two of the school sites since July 1, 2009, under a prior contract and since August 12, 2010, at the remainder of the schools. The Agreement will allow the City to be reimbursed for the services provided in FY2016/17.

Twin Rivers is the fiscal agent for this grant, meaning that the Twin Rivers is responsible for meeting all grant requirements, operating the program in compliance with the law, submitting all reports, conducting an annual outcome-based evaluation, and conducting an annual audit.

Policy Considerations: Continued participation in after school literacy and enrichment program is consistent with the City's strategic plan to enhance livability.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not applicable.

Committee/Commission Action: None.

Rationale for Recommendation: Since 1996 the Sacramento START program has operated after school literacy and enrichment programs at dozens of elementary school campuses throughout Sacramento County. Typically, the programs have been funded in large part by grants from the California Department of Education. Over the years several local school districts have applied to the state directly for such grants and have asked Sacramento START to continue to deliver the program for their students. Executing the Agreement with Twin Rivers will allow elementary school children to continue to participate in the Sacramento START after school literacy and enrichment program during the current school year. Furthermore, it will allow the City to be reimbursed for services provided in FY2016/17.

Financial Considerations: The Twin Rivers has requested that the City operate the after school program at eight of their elementary schools. Twin Rivers will pay the City up to \$874,443 in FY2016/17. This amount covers most of the City's costs of operating the program but due to escalating labor costs, any additional cost will be covered by the START Fund (Fund 2501) within the division's operating budget.

During the next year Twin Rivers may choose to increase or decrease the number of schools it is willing to assign to the City, increase or decrease the unit cost paid per student, change the number of students to be served or change operational requirements. Provided the START program has the capacity to operate under the proposed conditions and to give flexibility to the START program to respond to changing situations, approval is requested to authorize the City Manager to execute amendments to the Agreement. The authorization would be limited to changing the number of schools or students to be served, the unit cost per student, or operational requirements, as long as any amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to \$174,889). Any amendment that exceeds the 20% will be subject to City Council approval.

Local Business Enterprise (LBE): Purchase of supplies and equipment will be made in accordance with the City's Local Business Enterprise Program requirements.

Attachment 1

Sacramento START Elementary School Sites
School Year 2016/17
In the Twin Rivers Unified School District

| Council District | School Name | Address |
|-------------------------|-----------------------------|---------------------------------------------|
| 3 | D.W. Babcock Elementary | 2400 Cormorant Way, Sacramento, CA 95815 |
| 2 | Del Paso Heights Elementary | 590 Morey Ave., Sacramento, CA 95838 |
| n/a | Dry Creek Elementary | 1230 G St., Rio Linda, CA 95673 |
| n/a | Frontier Elementary | 6691 Silverthorne Cir, Sacramento CA 95842 |
| 1 | Garden Valley Elementary | 3601 Larchwood Dr., Sacramento, CA 95834 |
| 2 | Harmon Johnson Elementary | 577 Las Palmas Ave., Sacramento, CA 95815 |
| n/a | Orchard Elementary | 1040 Q St., Rio Linda, CA 95673 |
| n/a | Village Elementary | 6845 Larchmont Dr., No. Highlands, CA 95660 |

Addresses outside the City limits are shown with a Council District designation of n/a.

RESOLUTION NO.

Adopted by the Sacramento City Council

September 20, 2016

APPROVING AGREEMENT WITH TWIN RIVERS UNIFIED SCHOOL DISTRICT FOR START PROGRAM SERVICES IN FY 2016-17

BACKGROUND

- A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after school literacy and enrichment program since 1996.
- B. The Twin Rivers Unified School District (Twin Rivers) has requested that the City's Sacramento START program operate the after school literacy and enrichment program at eight of Twin Rivers' elementary school sites. Twin Rivers will pay the City for operating the program, up to \$874,443 in Fiscal Year (FY) 2016/17. START has been the contractor at two of the school sites since July 1, 2009, under a prior contract and since August 12, 2010, at the remaining school sites.

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

- Section 1. The City Manager or his designee is authorized to execute a Services Agreement (Agreement) with the Twin Rivers Unified School District (Twin Rivers) to provide an after school program for Twin Rivers with the City's Sacramento START program at eight elementary schools and be reimbursed by Twin Rivers in an amount not to exceed \$874,443 for Fiscal Year (FY) 2016/17.
- Section 2. The City Manager or his designee is authorized to enter into any amendments to the Agreement with Twin Rivers, subject to approval as to form by the City Attorney, which may change the number of schools or students schools or students to be served, the unit cost per student or operational requirements as long as the amendment does not increase the maximum payment to the City by more than twenty percent (20%) of the original contract amount (up to \$174,889), and the additional services can be provided by the START program and fully funded with Twin River's payments.
- Section 3. The City Manager is authorized to adjust the necessary operating revenue and expenditure budgets to implement the Agreement and any amendments.



TWIN RIVERS UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE SERVICES
 District Mailing Address: 3222 Winona Way
 North Highlands, CA 95660

To be completed by Budget Services

| | |
|----------|-------|
| S.A. # | _____ |
| Vendor # | _____ |

SERVICES AGREEMENT / CONTRACT – \$35,000 OR MORE

CONTRACT made this 9th day of August, 2016, between the Twin Rivers Unified School District, herein referred to as “District”, and City of Sacramento, START hereinafter referred to as “Contractor”.

RECITALS

District is a school district in the County of Sacramento, State of California, and has its principal place of business at 5115 Dudley Blvd., McClellan, California 95652.

District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this agreement.

California Government Code Section 53060 authorizes a school district to contract with and employ persons for the furnishing to the District of special services and advice in financial, economic, accounting, engineering, legal, operative or administrative matters if such persons are specifically trained and experienced and competent to perform the special services required. This section further authorizes the District to pay from any available funds the agreed upon compensation to persons with whom it contracts for the services rendered.

Contractor has demonstrated its competency to perform the special services required by this Contract through its prior experience in (describe relevant/similar work the Contractor has performed): Contractor has demonstrated competency in providing quality After School Education and Safety (ASES) programs in TRUSD and other school districts.

THEREFORE, District hereby engages the services of Contractor, and in consideration of the mutual promises contained herein, the parties agree as follows:

SERVICES

- Contractor** shall perform the following services: (If a separate scope of services or proposal generated by the District or the Contractor is available, attach it and reference it here. Please do not attach an outside vendor’s *contract*.)
Please refer to the attached Master Scope of Services

LOCATION

- List the site(s) where this work will be performed: (e.g., District-wide or specific District sites - a list of sites may also be attached and referenced here)
Please refer to the attached Budget, Addendum 1

FEE

- Contractor** shall be compensated for work accomplished as follows (monthly, quarterly, progress, lump-sum billing): Total fees not to exceed \$874,443.00.

PLEASE NOTE: Accounts Payable will not process payment until the services have been completed and the Initiator verifies this fact by transmitting a Request for Direct Payment Form. If progress payments are needed, they must be stated in the contract and supported by Requests for Direct Payment. Invoices should be submitted to (name/department of initiating administrator, Twin Rivers Unified School District, 3222 Winona Way, North Highlands, CA 95660). As a general procedure, payment is remitted 30 days from receipt and verification of invoice.

BUDGET CODE(S):

- Please see Budget, Addendum 1 % or \$: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____
 _____ % or \$: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____
 _____ % or \$: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____

TERM

5. This Contract shall commence on August 9th, 2016 and shall continue through June 1st, 2017, provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the District. This contract may be terminated for (a) failure to provide satisfactory performance, or (b) upon the mutual written agreement of the parties, or (c) "for cause", as defined for termination of a classified employee of the District.

Termination of this agreement under 5(a) or (c) prior to the stated termination date may also occur by the District providing **thirty (30) days'** written notice of such termination.

USE OF AGENTS AND ASSISTANTS

6. To the extent necessary to enable Contractor to perform duties hereunder, Contractor may engage the services of any agent or assistant which Contractor may deem proper, and, may further employ, engage or retain the services of such other persons deemed necessary to aid and assist Contractor in the proper performance of the duties. The cost for such agents or assistants shall be paid by the Contractor and any expenses incurred by the Contractor in engaging such agents or assistants shall be paid by the Contractor. It is agreed that any consultant, agent or assistant (hired by contractor) will explicitly not be employed by the District.

EQUIPMENT AND FACILITIES

7. District will provide Contractor with access to all needed records and materials held by the District, unless such material is confidential and not subject to disclosure. Contractor will provide all other necessary equipment, and facilities to render the services pursuant to this agreement.

DEVOTION OF TIME

8. Contractor shall devote such time and energy to the performance of its duties under this Contract as is reasonably necessary for a satisfactory performance. Should District require services not included in this Contract, Contractor shall make a reasonable effort to fit such additional services into the time schedule without decreasing the effectiveness of the performance of the duties hereunder.

INSURANCE AND TAXES

9. Contractor shall be an independent contractor and not an agent or employee of District under this Contract. Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Contract.

Prior to commencement of services and during the life of this Contract, Contractor shall provide the District with a current certificate of policy evidencing its professional general liability insurance coverage in a sum not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, and such certificate or policy shall name the District as an additional insured. The District may waive this requirement for good cause demonstrated. Such waiver must be set forth in writing, including the "good cause", and signed by an authorized District administrator. Under extreme situations, the District may also choose to increase this insurance requirement to protect the interests of the District, and will notify the Contractor in advance of the increased requirement.

Contractor shall defend District from any claim arising from any act or omission of Contractor or its agents. District shall defend Contractor for any claim arising from any act or omission of a District employee, specifically recognizing that Contractor is not an employee of District and that District shall not indemnify Contractor in such claim. **Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

BUSINESS LICENSES AND CERTIFICATE PERMITS

10. As an independent contractor, it shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Contract. **FACILITIES/MTCE CONTRACTORS – PLEASE PROVIDE CA STATE DIR REGISTRATION NO. AND DATE.**

ASSIGNMENT

11. This Contract is for professional services to be performed by Contractor and, except as provided in Paragraph 6, neither this Contract nor any duties or obligations hereunder shall be assignable, sublet, or performed by any person or persons who are not parties hereto, except by employees of Contractor whose names and qualifications have been approved in writing by District. In the event of an assignment by Contractor to which District has consented, the assignee or his/her legal representative shall agree in writing with District to personally assume, perform and be bound by the covenants, obligations, and agreements contained herein.

DISTRICT'S RIGHT OF RETENTION

12. District shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced as part of or resulting from this Contract and no other uses thereof will be permitted except by permission of District.

EXTENSION OF TERM

13. By mutual consent of the parties hereto, the term of service described herein may be extended by reformation of this Contract and the attachment hereto of an addendum mutually executed setting forth the extended term.

ENTIRE CONTRACT

14. This Contract supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding. This contract is governed under the laws of the State of California.

SUCCESSORS AND ASSIGNS

15. Subject to the provisions regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the representative parties.

ATTORNEY'S FEES

16. Any and all disputes that arise out of this Agreement shall first be resolved by good faith negotiations between the Parties with the assistance of non-binding mediation. In the event either Party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to binding arbitration in accordance with the American Arbitration Association.

If any action at law or inequity is brought to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he/she may be entitled.

SEVERABILITY

17. In the event that any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Contract will be affected by such holding, and all of the remaining provisions of this Contract will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Contract.

Executed by the parties at Sacramento, California, on the day and year indicated below.

THE CONTRACTOR AGREES to perform the services described for the sum of not to exceed \$874,443.00 (\$35,000 or More) and to submit invoices as follows: As outlined in the attached Master Scope of Services.

| | | | | | |
|-------------------------|-----|----------------------|---------------------------------------|-------|----------------|
| Contractor Printed Name | | Contractor Signature | | Date | E-mail Address |
| Contractor Address | | | City | State | Zip Code |
| Phone | Fax | SSN or Tax ID | Contractor or Business License Number | | |
| DIR# and Date: | | (Public Works Only) | | | |

CONTRACTOR'S SIGNATURE ACKNOWLEDGES COMPLIANCE WITH ALL PROVISIONS OF ED. CODE § 45125.1 RELATING TO FINGERPRINTING.

| TO BE COMPLETED BY ADMINISTRATOR | | | | | | | |
|----------------------------------|-----------------------------------------|--------------------------|-----------------------------------------|-------------------|----------------------------------------------|--------------|----------------------------------------------|
| W-9 Form | <input checked="" type="checkbox"/> Yes | Certificate of Insurance | <input checked="" type="checkbox"/> Yes | Fingerprinting | <input checked="" type="checkbox"/> Required | TB Clearance | <input checked="" type="checkbox"/> Required |
| | <input type="checkbox"/> No | | <input type="checkbox"/> No | (Ed Code 45125.1) | <input type="checkbox"/> Not Required | (BP1240) | <input type="checkbox"/> Not Required |

TWIN RIVERS UNIFIED SCHOOL DISTRICT:

| | | | |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------|-----------------|
| <u>Wendi Cowan</u> (Initiator Signature) | <u>8/8/16</u> (Date) | _____ (Manager - Contracting & E-Rate Services) | _____ (Date) |
| _____ (Administrator/Division-Level Administrator Signature) | _____ (Date) | _____ (Budget Services Signature) | _____ (Date) |
| _____ (Date of Board Approval) | _____ (Superintendent or Deputy Superintendent of Administrative Services Signature) | | _____ (Date) |

NOTE: This form has been reviewed and approved as to form by the General Counsel. No changes to the form are authorized unless specifically approved by General Counsel. Selection of contractors will be on the basis of qualifications regardless of race, color, religion, ancestry, national origin, age, sex, marital status, medical condition, or physical handicap.



**After School Education & Safety (ASES)
Program Master Scope of Services**

This Scope of Services, dated **August 9th, 2016** shall serve as an integral component to the corresponding Twin Rivers Unified School District Services Agreement between the Twin Rivers Unified School District (The District) and City of Sacramento, START (The Contractor), and shall also serve to clarify the specific roles and responsibilities of both parties under that Agreement. The Services Agreement between the parties includes this Scope of Services and is being executed to fulfill the requirements of providing after school services to the schools funded through the After School Education and Safety (ASES) grant.

Specific responsibilities for both parties to the Services Agreement are detailed as follows.

I. RESPONSIBILITIES OF CONTRACTOR

A. Programming

- a. Provide quality comprehensive after school programming to the following number of students at the following school(s):
- b.

| School Site | Address | Number of Students Enrolled |
|----------------------------------------|---------|-----------------------------|
| Please see attached Budget, Addendum 1 | | |

- c. Programming must be consistent with ASES regulations and District guidelines:
 - 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.
 - 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.



- d. Develop and submit to the District a written Program Plan and Emergency Plan for each site by **Thursday, October 27th, 2016**.
- e. Complete the required Safety Drills form with all requested signatures to the District by instructed deadlines. (see **Attachment #6**)
- f. Contractor will develop and disseminate parent information, to include a parent handbook, registration, and communication. Copies must be submitted with the contract to the District and site administration. This information must include the following:
 - Identify staff name(s), titles, and contact phone number(s)
 - Enrollment and waitlist procedures in detail
 - Discipline Policy
 - District Early Dismissal Procedure (see **Attachment #3**)
 - Late Pick-Up Policy
 - Attendance Policy (see **Attachment #1**)
 - Specify absence reporting procedure for parents to include contact being made to parent by ASES staff regarding absent students
 - Non-Discrimination Policy (see **Attachment #4**)
 - Student Release Policy
 - Medication Policy
 - Volunteer Policy
- g. Establish and manage contracts with other enrichment providers and existing programs as needed at each site. Notification must be given to the Special Projects Department 2 weeks prior to any outside enrichment services. ASES finger printing requirement apply (see **Attachment #2**).
- h. The District must be notified of all field trips 2 weeks prior to the field trip taking place.

B. Enrollment

- a. Provider to use the District Enrollment Form (see attachment #9)
- b. Submit names of students to be entered into the Evaluation Research & Cyber (ERC) online database to the Special Projects Department, mai.xiong@twinriversusd.org immediately upon enrollment.
- c. Students enrolled in the after school program must be enrollment and attending the school site in which program is held.



- d. Students that do not follow the ASES attendance policy/early release policy shall be dismissed from the program. Placement priority is to be given to students who attend the program daily.

C. Attendance and Records

- a. In accordance with the California Education Code Section 8483(a)(1)(2)(3), the Contractor is required to abide by the attendance regulations for the After School Education and Safety (ASES) program referred to as **Attachment #1** (Attendance Policy).
- b. Maintain all records (i.e., invoices, receipts, etc.) for five (5) years.
- c. Take daily attendance from a roster derived from the registration forms. Enter attendance daily into the Evaluation Research & Cyber (ERC) online database. Confirm student absence from program with school office and parent guardian within 30 minutes of program start time. A call log must be kept and available for review. **(see attachment # 8)** An ASES staff member must sign students in to the program. It is mandatory that all students are signed-out out of the after school program by an authorized parent/guardian before departing. In the event a parent/guardian is unavailable an ASES staff member may sign out the student only if a Student Release Form is on file signed by the parent/guardian. Students may not sign themselves in or out of the program.
- d. Collect and submit programmatic and fiscal records and data, as required by established deadlines. Invoices, attendance records and supper reports are due electronically by the 5th of each month. Invoices and attendance will be forwarded to the proper contact at the Special Projects Office and supper reports will be forwarded to Nutrition Services.
- e. Contractor must maintain average student attendance of at least 85% of grant enrollment monthly OR at least 90% over the academic year to receive full payment. Attendance rates not meeting this criterion will be compensated at \$7.13 per day per student. Invoices are due on the 10th of the month for August 2016 through June 2017. The final invoice will be due no later than June 9th, 2017.

C. Personnel

- a. Hire and manage all after school staff. (The ASES Site Coordinator/leader must be approved in advance by the School Principal and/or District ASES Staff.) Up to date site employee rosters must be submitted to the District, as soon as any changes occur.



- b. Ensure that all ASES employees and volunteers that come in contact with TRUSD students undergo a criminal background investigation by TRUSD and have a Tuberculosis (TB) clearance. **(see Attachment #2)**
- c. Verify and submit proof to the District that each ASES employee meets the minimum requirements of the District and the terms of the ASES Grant (High School Diploma or equivalent and NCLB requirements (48 college units from an accredited college or university; or successful completion of the District Instructional Paraeducator Proficiency Exam). **(see Attachment #2)**
- d. Ensure that all ASES employees complete mandated reporting training and following reporting requirements.
- e. Ensure that each ASES employee reports to the District for mandatory staff development on dates and times predetermined by the District. Registration and/or sign-in records must be attached when invoicing the District for available professional development stipends, see **Budget Addendum 1**.
- f. Provider must attend all mandatory network meetings and trainings. (When a Site Coordinator is unable to attend, for any reason, an administrator or site representative must attend in his/her place).
- g. ASES staff must be solely dedicated to the ASES Program during program hours.
- h. ASES Providers must notify the District of any staffing changes as soon as they occur. **(see Attachment #5)**

D. Duty of Non-Discrimination

- a. Contractor will not discriminate against individuals on the basis of disability. Contractor must include notice of non-discrimination on the basis of disability in all its brochures, announcements and other informational material provided to parents or guardians, whose children participate in the program, or who are seeking information about the programs.
- b. Where necessary, in order for an individual with disabilities to be able to participate effectively in Contractor's program, the program will be reasonably modified, including through the provision of supplementary aids and services. For example, such modifications and/or supplementary aids and services may include the dispensation of medication for qualified students with disabilities who require medication during the program's hours of operation. Such modifications and/or aids and services will be provided without increased cost to the parents or guardians of the student. The Contractor, not the District, shall be solely responsible for the provision of any modifications and/or supplementary aides or



services. Please see **Attachment #4** for the After School Education and Safety Non-Discrimination Policy.

- c. Contractors must indicate in its medical policies and forms a statement that it will make medications accessible for qualified students with disabilities who require medication during the program's hours of operation, or who may require medication on an emergency basis, and that any recommendations to arrange for a student to take medication outside of program hours is strictly voluntary and not a requirement of the program.

E. Assessment and Data Collection

- a. Contractor must participate in all assessment and data collection tools, surveys, etc. that are mandated by the District and the California Department of Education (CDE). Assessment/data collection tools may include, but are not limited to, the Afterschool Outcome Measures Online Toolbox, Quality Self-Assessment Tool (QSAT) and Learning in Afterschool and Summer (LIAS) Self-Assessment Tool, Quality Improvement Process (QIP) Form and the Twin Rivers Unified School District Tool.

II. PROGRAM OPERATION

- a. In accordance with California Education Code Section 8483(a)(1), programs must stay open until 3 hours after school dismissal and for 15 hours per week, and at least until 6:00 pm on every regular school day. Children may, however, leave the program early under conditions outlined in **Attachment #3** (Early Release Policy).
- b. Program must operate on all school/student days as specified by the District's student calendar. **Program closures require prior approval from the The District and must follow (EC Section 8483.7[1][C]).** Student attendance cannot be counted on the days the program is not in operation. Parents and the District must be notified at least 30 days in advance of the planned professional development days. Ample time must be allowed for parents to make alternative arrangements for their child(ren) for the after school hours on these designated days. All professional development training must be included in the program plan and listed on an annual calendar.
- c. The program must include an educational and literacy component to provide tutoring and homework assistance in alignment with common core grade level standards and district-wide adopted curriculum. It will also include weekly lessons on character development, physical/nutritional education, STEAM (Science Technology, Engineering, Art and Mathematics), career readiness, project-based learning and educational enrichment. The District will supply guidelines.



- d. The student-to-staff ratio must not exceed 20:1.
- e. The programs must serve a nutritious snack, subject to SB12 standards.
- f. All district cellphones must remain on during program hours of operation.
- g. An incident/accident report must be submitted to the Special Projects Department via email immediately following the occurrence. **(see attachment #7)**

III. District Property

- a. All district property is to remain on the designated sites, and is to be used solely for the purpose of program operation.
- b. Property theft must immediately be reported to Twin Rivers Police Department (TRPD). The police report number and detailed description of the stolen property must be reported to the Special Projects Department within 48 hours of the incident. A replacement fee may apply.
- c. All materials and equipment provided by the district for the program is to be inventoried annually. Such inventory must include technology, electronics and all items valued over \$500.
- d. District facilities will be used ONLY during program time. Any other use outside of program time the ASES Provider must follow the Facilities Use Procedure outlined by the Facilities Planning Department.
- e. ASES staff are responsible for maintaining the cafeteria by ensuring that the tables have been wiped down and are free of debris, trash has been removed from tables and floors, trash cans have been emptied and contents have been properly disposed, spills on floor have been spot mopped. In the classrooms ensure that the trash is picked up off the floor, classroom is back to original configuration and no food items have been left in classroom

IV. RESPONSIBILITIES OF DISTRICT:

- a. Provide space for the program to operate every day that school is in session.
- b. Provide custodial services for the program space.
- c. Provide office and/or clerical support for grant administration.



- d. Provide a nutritious snack, subject to SB12 standards, as an in-kind donation and will receive federal/state funding for the snack.
- e. Provide a District Liaison to communicate between Twin Rivers and the after school providers and site administration.
- f. Assist in student recruitment.
- g. Conduct network meetings to facilitate communication among all stake holders.
- h. Provide professional development for curriculum alignment and program components, as needed.
- i. Share information about professional development and staff trainings being conducted regionally.
- j. If the District receives notice, through its own review, an internal or external informal or formal complaint, or other means, that an agency, organization, or person covered by the policy or written guidance is discriminating on the basis of disability, the District will take all reasonable steps to eliminate the discrimination. In the event that the program operator will not comply with the non-discrimination policy or written guidance, the District will terminate all assistance to the agency, organization or person.
- k. Provide disbursement of funds as follows:
 - Upon receipt of monthly invoices submitted by the contractor, which shall be calculated at the full payment rate if attendance levels satisfy grant requirements; or if less, at the rate of \$7.13 per day per student. Invoices are due on the 10th of the month for August 2016 through June 2017. The final invoice will be due by no later than June 9th, 2017.

IV. TERMS

- a. The Twin Rivers Unified School District Service Agreement, which includes this Scope of Services, is in effect from **August 9th, 2016 through June 1st, 2017**.
- b. The Scope of Services herein may be adjusted to meet the needs of one or both parties when alterations are made in writing and approved by both parties.
- c. Termination of the Services Agreement may be effected by mutual consent of the parties, or for failure to provide satisfactory performance, or "for cause" as detailed in Paragraph 4 of the Services Agreement.



- d. This Scope of Services shall include the terms and conditions stated in the corresponding Twin Rivers Unified School District Services Agreement as executed by both parties. The Services Agreement terms and conditions are considered incorporated herein whether or not the Services Agreement is actually attached.

- e. If either party to this Agreement should desire to cease services at any particular site or sites covered by this Agreement during the active term, they may do so by providing (30) days advance written notice to the other party, naming the specific site or sites affected. Under no circumstances will said notice interrupt or impact services at any remaining site(s) covered by this Agreement.

---End of ASES Program Master Scope of Services---

By signing below, I acknowledge that I have read and understand all policies and procedures outlined in the Twin Rivers Unified School District After School Education and Safety (ASES) Scope of Services. I understand that if the program operator will not comply with the non-discrimination policy and all other requirements as indicated in the Scope of Services, the District may terminate all assistance to the agency, organization or person.

Signature of Agency Representative

Date



AFTER SCHOOL EDUCATION & SAFETY
ATTENDANCE POLICY
2016-17

In accordance with the California Education Code Section 8483(a)(1)(2)(3), the following attendance regulations for the After School Education and Safety Program (ASES) are required:

Elementary School Students:

Elementary students in the after school program should attend every day and participate in the full program, except when released in accordance with the TRUSD ASES early release policy. Placement priority is given to students who attend the program daily.

Middle School Students:

Middle school students must attend a minimum three days per week for a total of nine hours to accomplish program goals; however, the program must remain operational five days per week and at least until 6:00 p.m. on every regular school day. Placement priority is given to students who attend the program daily.

Program Entry:

It is mandatory that all students attending the after school program sign in to the program within 15 minutes of the end of regular school day to be counted for attendance purpose. An ASES staff member must sign students in to the program.

If a student who is enrolled in the after school program also attends a parallel program after school on a regular basis, the parent/guardian must submit for approval a written request for late arrival specifying the days and hours the pupil will attend and the reason(s) for late arrival.

Program Exit:

It is mandatory that all students are signed-out out of the after school program by an authorized parent/guardian before departing. In the event a parent/guardian is unavailable an ASES staff member may sign out the student only if a Student Release Form is on file signed by the parent/guardian. The time of departure and an early dismissal justification, if applicable, must be recorded for compliance purposes. Please refer to the TRUSD ASES Early Dismissal Policy for reasonable early dismissal justifications.

ASES Employee Requirements

Board of Trustees

As required by Twin Rivers Unified School District (TRUSD), all individuals that come into contact with TRUSD students **must** undergo a criminal background investigation by TRUSD and have a Tuberculosis (TB) clearance.

Area 1

Michael Baker

In addition, After School Education and Safety (ASES) employees **must** meet the following educational requirements: High School Diploma or equivalent and must meet NCLB requirements (48 college units from an accredited college or university; or successful completion of the TRUSD District Instructional Paraeducator Proficiency Exam).

Area 2

Michelle Rivas

Area 3

Walter Garcia

Kawamoto, Ph.D.

The ASES employee requirements process below must be completed and approved before any ASES staff can come into contact with TRUSD students:

Area 4

Bob Bastlan

1. New ASES employees are required to complete the ASES Employee Application packet. Packet includes:
 - ASES Application
 - NCLB requirements documentation
 - TB testing clearance documentation
 - Copy of current photo ID

Area 5

Sonja Cameron

Board Clerk

2. Scan and email or fax (916)566-3596 completed application, proof of educational requirements, copy of photo ID, and proof of TB clearance to mai.xiong@twinriversusd.org. Please allow at least 48 hours for processing.

Area 6

Rebecca Sandoval

3. After TRUSD has approved the application and all required paperwork has been received, the ASES provider will be notified and approved employees must schedule an appointment with Human Resources before they come to the District Office to get fingerprinted. To schedule an appointment, call Esmeralda Quintana at 916-566-1600 x50047.

Area 7

Linda Fowler, J.D. -

President

4. All employees are required to bring a valid government issued photo ID.
5. Any ASES staff member pending clearance may **NOT** come into contact with TRUSD students. Providers will be notified upon clearance, and a district badge will be issued.

Superintendent

Steven Martinez, Ed.D.

6. ASES employees **must** wear a TRUSD badge at all times while on District Property. Upon termination of employment, each agency is responsible for collecting ASES employee badges and returning them to Special Projects.

If you have any questions regarding the new ASES employee requirements and/or process, please contact our office at (916) 566-1600 ext. 50162.

Our Mission:

To inspire each student to extraordinary achievement every day



ATTACHMENT #3

TWIN RIVERS UNIFIED SCHOOL DISTRICT
ASES AFTER SCHOOL PROGRAM
EARLY RELEASE POLICY
2016-17

The ASES grant requires that programs stay open until 3 hours after school dismissal and for 15 hours per week, and at least until 6:00 pm on every regular school day. Children may, however, leave the program early under conditions established by the program in advance and in writing. See below for the legislation and for some sample “early release policies”.

Legislation

EC Section 8483(a)(1) Every after school component of the program established pursuant to this article shall commence immediately upon the conclusion of the regular school day, and operate a minimum of 15 hours per week, and at least until 6 pm on every regular school day. Every after school component of the program shall establish a policy regarding reasonable early daily release of the pupils from the program.

A child may be released early from the after school program prior to the end of program based on the following conditions:

- Attending a parallel program (programs in the school or community centers such as academic tutoring, sports etc) as long as an agreement or partnership with the program and parent exists.
- Family emergencies (such as a death in the family, catastrophic incidents, etc)
- Medical Appointments
- Weather Conditions, especially if the child walks home.
- Child accidents or sickness that occur during program time (Program staff should call the parent or guardian)
- Other conditions specifically related to the well-being of the student and his/her family.

Whatever the case may be, the parent or guardian should record the date, time and reason for the early release departure of the child. In the case of Junior High and High School programs, it is recommended that the child’s signature or initial be recorded when they leave the program.



AFTER SCHOOL EDUCATION AND SAFETY
NON-DISCRIMINATION POLICY
2016-17

In accordance with Twin Rivers Unified School District Board Policies and Administrative Regulations, TRUSD will not give significant assistance to any agency, organization or person that discriminates on the basis of disability in providing before and/or after school care to District students. Examples of significant assistance may include, but are not limited to, the following: use of District buildings/facilities, custodial services, food services and professional development. [BP 1312.3, 5145.3, 5145.7 and AR 1312.3, 5145.3]

If the District receives notice, through its own review, an internal or external informal or formal complaint, or other means, that an After School Education and Safety Program (ASES) Contractor is discriminating on the basis of disability, the District will take all reasonable steps to eliminate the discrimination. In the event that the Contractor will not comply with the non-discrimination policy or written guidance, the District will terminate all assistance to such Contractor in accordance with District policy, state and federal law.

ASES Contractors will not discriminate against individuals on the basis of disability and will include notice of non-discrimination on the basis of disability in all brochures, announcements and other informational material provided to parents or guardians, whose children participate in their programs, or who are seeking information about the programs.

Where necessary, in order for an individual with disabilities to be able to participate effectively in an ASES Contractor's program, the program will be reasonably modified, including through the provision of supplementary aids and services. For example, such modification and/or supplementary aids and services may include, the dispensation of medication for qualified students with disabilities who require medication the program's hours of operation. Such modifications and/or aids and services will be provided without increased cost to the parents or guardians of the student. Contractor, not the District, shall be solely responsible for the provision of any modifications and/or supplementary aids and services.

Contractors must indicate in their medical policies and forms a statement that they will make medications accessible for qualified students with disabilities who require medication during their programs' hours of operation, or who may require medication on an emergency basis, and that any recommendations to arrange for a student to take medication outside of program hours is strictly voluntary and not a requirement of the program.

Modifications or supplementary aids and services must be provided unless doing so would fundamentally alter the nature of the program. Any determination that participation of a student or the provision of a modification or service to a student, would result in a fundamental alteration of the program must be made on an individual basis. The fact that additional cost would be incurred, does not, of itself, constitute a fundamental change in the program. Prior to the denying the provision of modifications and/or supplementary aids or services based on a determination of fundamental alteration of the nature of the program, the Contractor must consult with the District.



ATTACHMENT # 5

After School Education & Safety Program Overview 2016-17 Site: _____

| Program Hours | Grades Served | Supper Time | Site Phone Number | Alternate Number |
|---------------|---------------|-------------|-------------------|------------------|
| | | | | |

Any staff changes must be submitted to the Special Projects Department immediately upon change(s) occurring. This form must be kept on file with the Special Projects Department. submit to svedana.koblik@twinriversud.org

| Full Legal Name | Position/Title | Educational Requirements Met (Please check all that apply) | Phone Number |
|-----------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| | | <input type="checkbox"/> TRUSD Paraproficial Proficiency Exam <input type="checkbox"/> 48+ College Units Completed <input type="checkbox"/> Bachelor's Degree or Higher | |
| | | <input type="checkbox"/> TRUSD Paraproficial Proficiency Exam <input type="checkbox"/> 48+ College Units Completed <input type="checkbox"/> Bachelor's Degree or Higher | |
| | | <input type="checkbox"/> TRUSD Paraproficial Proficiency Exam <input type="checkbox"/> 48+ College Units Completed <input type="checkbox"/> Bachelor's Degree or Higher | |
| | | <input type="checkbox"/> TRUSD Paraproficial Proficiency Exam <input type="checkbox"/> 48+ College Units Completed <input type="checkbox"/> Bachelor's Degree or Higher | |
| | | <input type="checkbox"/> TRUSD Paraproficial Proficiency Exam <input type="checkbox"/> 48+ College Units Completed <input type="checkbox"/> Bachelor's Degree or Higher | |
| | | <input type="checkbox"/> TRUSD Paraproficial Proficiency Exam <input type="checkbox"/> 48+ College Units Completed <input type="checkbox"/> Bachelor's Degree or Higher | |

Completed by: _____ Signature: _____ Date Updated: _____



ATTACHMENT #6

ASES 2016-2017 CALENDAR

Kick-Off ASES Administrators Meeting

Site Coordinators and Program Administrators
TR Winona Conference Room
3222 Winona Way/ North Highlands
Tuesday, July 26, 2016, 7:30 am – 12:00 pm

- Tuesday, April 4th, 2017

Professional Development Days (all staff)

- Wednesday, July 27th, 2016 @ Highlands HS
- Thursday, July 28th, 2016 @ Highlands HS
- Friday, July 29th, 2016 @ Highlands HS
- Additional PD Days in the Fall & Spring (TBD)

Network Meetings

Site Coordinators and Program Administrators
TR District Office, Bay A
9:30 am– 12:00 pm

- Tuesday, September 6th, 2016
- Tuesday, October 18th, 2016
- Tuesday, December 6th, 2016
- Tuesday, January 17th, 2017
- Tuesday, February 28th, 2017
- Tuesday, April 4th, 2017
- Tuesday, May 16th, 2017

Important Deadlines

- Program Plans & Emergency Plans due
Thursday, October 27th, 2016
- After School Outcomes Online Toolbox
Surveys due (TBD)
- Safety Drills Reporting Form due:
 - Tuesday, September 6th, 2016
 - Tuesday, February 28th, 2017

Attendance Reporting/Invoicing Deadlines

- Attendance due by the 5th of each month
- Invoicing is due by the 10th of each month

Administrative Meetings

Program/Agency Administrators
TR District Office, Bay A, Oak Room
8:00 – 9:00 am

- Tuesday, September 6th, 2016
- Tuesday, December 6th, 2016
- Tuesday, January 17th, 2017

Wrap-up Meeting

Site Coordinators and Program Administrators
TR District Office, Bay A

Tuesday, June 6th, 2017
11:00 am – 12:00 pm

Please bring your site cellphones and staff badges!



ATTACHMENT # 7

STUDENT ACCIDENT REPORT

Student Name: _____ School: _____
 Date of Birth: _____ Age: _____ Grade: _____ Home Phone: (____) _____
 Home Address: _____ Student is covered by Insurance? Yes No
 City, Zip: _____ Name of Insurance: _____

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Site Name | | Date & Time of Injury: _____ / ____:____ am / pm | |
| Location Details (i.e. Athletic Field, Gym, Off Campus, etc.) | | Type of sports/recreation activity: | |
| List equipment involved in injury: | | Was there a violation of a school rule by this student or anyone else? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | Was the accident due to faulty apparatus or material? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | Did this injury result from violence or aggression? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Who else was involved in the accident/injury: <input type="checkbox"/> Another Student <input type="checkbox"/> Outside Person <input type="checkbox"/> Unknown <input type="checkbox"/> No One | | Name of Supervising Employee in Charge: | |
| Cause of the injury (circle all appropriate selections below) | | | |
| Animal/Insect | Building | Classroom Materials | Food/Drink |
| Another Student | Chemicals | Fence/Gate | Furniture |
| | | | Hand Tool |
| | | | Pole |
| | | | Power Tool |
| | | | Self |
| | | | Sport Equipment |
| | | | Surface |
| | | | Thrown Object |
| | | | Vehicle |
| Other (specify): _____ | | | |
| Nature of the injury (circle all appropriate selections below) | | | |
| Abrasion | Bruise | Chipped/Lose Tooth | Dislocation |
| Bite/Sting | Burn | Concussion | Dizziness |
| Bleeding | Chemical Exposure | Cut | Foreign Body |
| | | | Fracture |
| | | | Infernal |
| | | | Nausea |
| | | | No Visible Injury |
| | | | Pain |
| | | | Puncture |
| | | | Redness |
| | | | Sprain/Strain |
| | | | Swelling |
| Other (specify): _____ | | | |
| What part(s) of the body was injured (circle all appropriate selections below)? | | | |
| Ankle | Back | Ear | Eye |
| Arm | Chest | Elbow | Face |
| | | | Finger |
| | | | Foot |
| | | | Groin |
| | | | Hand |
| | | | Hip |
| | | | Head |
| | | | Internal |
| | | | Knee |
| | | | Leg |
| | | | Mouth |
| | | | Nose |
| | | | Ribs |
| | | | Shoulder |
| | | | Stomach |
| | | | Tooth |
| | | | Wrist |
| Other (specify): _____ | | | |
| Briefly describe how the injury occurred: | | | |
| _____ | | | |
| _____ | | | |
| _____ | | | |
| Was First Aid administered? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Describe First Aid given: | | By whom: _____ | |
| Witness Names and Phone Numbers: _____ Statements were collected from the following witnesses (please check box as appropriate). | | | |
| _____ | | | |
| _____ | | | |
| Report completed by: _____ Phone: _____ | | | |
| Title: _____ Date: _____ | | | |
| Student was: | | | |
| <input type="checkbox"/> Returned to Class <input type="checkbox"/> Sent Home <input type="checkbox"/> Taken to the Hospital <input type="checkbox"/> Other _____ | | | |
| Comments: _____ | | | |
| Were the Parents/Guardians Contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No Describe their reactions/comments: _____ | | | |
| _____ | | | |
| _____ | | | |

RISK MANAGEMENT DEPARTMENT

ASES Incident Report Form

This form is intended for internal purposes only. Complete the form for any incidents related to the after school program at your site.

* Required

School Site: *

Your answer

Date of Incident: *

Date

mm/dd/yyyy

Time of Incident:

Time

: AM ▾

Staff Involved (full names): *

Your answer



Name of person completing this report: *

Your answer

Description of Incident: *

Your answer

Action(s) Taken: *

Your answer

Next steps: *

Your answer

Were the Parents/Guardians Contacted? *

Yes

No

Describe their reactions/comments:

Your answer



ATTACHMENT #9

Twin Rivers
UNIFIED SCHOOL DISTRICT
After School Program
2016-17 Enrollment Application

ASES programs serve eligible students
in grades K-8 at participating schools.
(EC § 8482.3(a).)

| | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------|---------------|
| Student Legal Name: Last Name | | First Name | Middle Name | Grade | Age | Gender <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth |
| School (student must be enrolled at site indicated below) | | | Teacher's Name | | Student ID # | | |
| Student's main residence: (Street address) | | | | Apt/ Unit # | City | Zip Code | |
| Legal Parent/Guardian Name | | Relationship to youth <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Guardian <input type="checkbox"/> Other (please specify) | | Home Phone | Work Phone | Cell Phone | |
| STUDENT RELEASE AUTHORIZATION (OTHER THAN PARENTS OR LEGAL GUARDIAN SHOWN ABOVE) I understand that my child must be signed out of the program every day by an authorized adult (18 years or older with picture ID). I authorize the following additional person/s (other than parent) to pick up my child from the site including in the case of an emergency (attach additional page if more space required): | | | | | | | |
| First and Last Name | | Relationship to Youth | | Home Phone | Cell Phone | | |
| Any person to whom student may NOT BE LEGALLY RELEASED? Court-issued (custody/restraining) order must be on file, if applicable. Please list name(s) and relationship to youth: | | | | | | | |
| MEDICAL INFORMATION | | | | | | | |
| Name of Doctor | | | Phone Number | | Insurance Information | | |
| Please note any allergies to foods or medications: | | | | | | | |
| <input type="checkbox"/> My child has no health conditions | | | | <input type="checkbox"/> My child has the following health condition(s): <input type="checkbox"/> Asthma <input type="checkbox"/> Epilepsy <input type="checkbox"/> Heart Condition <input type="checkbox"/> Hearing <input type="checkbox"/> Vision <input type="checkbox"/> Diabetes <input type="checkbox"/> Other, please specify: _____ | | | |
| Does your child require medication? <input type="checkbox"/> Yes <input type="checkbox"/> No If medication is taken at school, written parent and physician authorization must be on file – including inhalers or over the counter medications. Complete and return the attached "ASES Medical Information and Consent" form. The after school program will make medications accessible to qualified students with disabilities who require medication during after school program hours, or on an emergency basis. Any recommendation to arrange to have a student take medication outside of program hours is strictly voluntary and NOT a requirement to participate in the program. | | | | | | | |
| Does the child currently receive Special Education Services? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe: | | | | | | | |
| NONDISCRIMINATION/HARASSMENT [BP - 5145.3] District programs and activities including After School Education & Safety (ASES) programs shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation. Any student who feels that he/she is being harassed should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint. Please see the attached TRUSD Nondiscrimination/Harassment board policy for additional information. | | | | | | | |
| Please continue to page 2 → | | | | | | | |



Twin Rivers
UNIFIED SCHOOL DISTRICT
After School Program
2016-17 Enrollment Application

ASES programs serve eligible students
in grades K-8 at participating schools.
(EC § 8482.3(a).)

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------|
| ATTENDANCE REQUIREMENTS/ EARLY DISMISSAL POLICY I understand that to ensure the effectiveness of the program, students are required to meet the program attendance requirements as defined in the Education Code Section 8483, and that it is expected that students attend the program a minimum of three hours per day. I understand that I may choose to excuse my child from attending the after school program after three hours of daily program attendance for reasons that are in the best interest of my child. I understand that if I choose to pick up my child before my child has completed three hours of program that I am required to provide a justification for the early dismissal, and I understand that I may be required to provide documentation to support the reason for early release. I understand that I may request a copy of ASES Early Policy at any time. | | PLEASE INITIAL Parent/Guardian Initials _____ |
| STUDENT PHOTO/VIDEO/PRODUCT RELEASE I hereby give the District and after school program, its employees, assigns and agents permission to utilize and/or publish work my child produces during after school activities and to utilize and/or publish photographs or video taken during program activities or at special events sponsored by the District and the after school program where my child may appear. These photographs, student products, and video materials may be used in publications, audiovisual presentations, promotional literature, advertising, or any other manner without compensation to the child, parents, or guardian. | | <input type="checkbox"/> Yes <input type="checkbox"/> No Parent/Guardian Initials _____ |
| INFORMATION RELEASE AGREEMENT I understand that, as part of my student's participation in the after school (ASES) program the school and/or school district may share data including, but not limited to, demographic, health, and contact information, attendance, report cards, assessments, and test scores with the ASES contractor to enable the after school staff to understand student needs, track student progress, and promote quality program. In addition, the District and the ASES contractor will administer surveys and assessments to evaluate student progress and program impact. | | |
| MEDICAL TREATMENT AUTHORIZATION In the event my child suffers an illness or accident, I authorize the ASES staff to seek medical help and assistance by contacting 911 emergency services or otherwise securing treatment at a medical facility. I also acknowledge that ASES contractor and/or the District does not provide medical coverage for participants. | | |
| ADDITIONAL INFORMATION Please list any additional information you would like us to know about your child and his/her needs: | | |
| PARENT/GUARDIAN SIGNATURE I understand that the submission of this form does not guarantee my child placement in the ASES Program(s). I understand that upon acceptance to the after school program I will receive a Parent-Student handbook, and enrollment not will not be complete until I read, agree to, sign, and return the acknowledgement portion of the handbook. I acknowledge that if I do not receive a handbook I can request one from the ASES staff. I am the legal guardian or a parent with legal custody of the above named child, and the information on this enrollment application is accurate and complete to the best of my knowledge. My signature below also indicates that I have read and consent to the Student Release Authorization, the Information Release Agreement, the Medical Treatment Authorization, and the Participation Agreement set forth on this Program Enrollment Application form. | | |
| _____ Parent/Guardian Name | _____ Parent/Guardian Signature | _____ Date |
| FOR STAFF USE ONLY Date received: _____ Start Date: _____ Leave Date: _____ Parent Orientation Date: _____ <input type="checkbox"/> Data entered Wait List: <input type="checkbox"/> Yes <input type="checkbox"/> No CA Permanent ID # _____ | | |

00596-00001/656412.1



CONTRACTOR CERTIFICATION

I, _____, certify to the District Board of Trustees that I am familiar with the facts contained in this certification and authorized to execute this certification on behalf of the undersigned business (Name of Contractor/Consultant). I hereby certify further that the undersigned business has complied with Education Code Section 45125.1 and conducted the required criminal background check(s) of all persons who will be providing services to the Twin Rivers Unified School District on behalf of the undersigned business, and that none of those persons have been reported by the California Department of Justice ("DOJ") as having been convicted of a serious or violent felony as defined in Education Code Section 45122.1.

As further required by Education Code Section 45125.1, I have attached and incorporated by reference a complete and accurate list of the names of the employees of the undersigned business who will be providing services to Twin Rivers Unified School District and who may come into contact with pupils. I agree to keep this list current and to notify the Twin Rivers Unified School District of any additions or deletions as soon as they occur. I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding all persons listed.

I understand that the responsibility for criminal background clearance extends to all employees, agents, representatives, consultants, contractors, and subcontractors coming into contact with pupils regardless of whether they are designated as employees or acting as independent contractors. The undersigned business shall not allow any person who has not received satisfactory written verification of compliance to enter District property for any purpose related to or arising out of this Agreement at any time that District pupils may be present.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____, 20___, in _____, County, California.

Name of Contractor/Consultant (please print)

Name/Title of Authorized Representative (please print)

Signature of Authorized Representative

**PUBLIC WORKS ONLY
SB854 REGULATIONS**

**CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR
DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department of Industrial
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20 _____

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in the service agreement the DIR's registration requirement for all subcontractors and their subcontractors. (list subcontractors on a separate page as necessary)
3. Contractor shall ensure that all subcontractors are registered at time of signing and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature _____

Date _____

Prevailing Wages. . The Contractor to which the District awards a contract for the Project, and each of that Contractor's subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). The successful bidder must retain copies of certified payrolls for a minimum of five years from the date of completion and submit the upon request of the District or its authorized agent. A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project. Rates are available at <http://www.dir.ca.gov/dlsr/pwd/index.htm>

Public Works Contractor Registration Certification. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

Failure to submit this form may render the Contractor non-responsive.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

| | | |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a <input type="checkbox"/> Other (see instructions) ^a | Exemptions (see Instructions): Exempt payee code (if any) Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Social security number | | | | | | | | |
|------------------------|--|--|--|---|--|--|---|--|
| | | | | - | | | - | |

| Employer identification number | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|--|
| | | | | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|---------------------------------------|-------------------|
| Sign Here | Signature of U.S. person ^a | Date ^a |
|------------------|---------------------------------------|-------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is treated as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

- The following codes identify payees that are exempt from backup withholding:
- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at

1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

| City of Sacramento, START | | | | | | | | | | | | | |
|-----------------------------|-------------------------------------------|------------|----------------------|-------------|------|---|------|-----|------|------|-----|-----|----------------------|
| Budget, Addendum 1 | | | | | | | | | | | | | |
| Site | Address/Purpose | Enrollment | Funding Amount | Budget Code | | | | | | | | | Total Amt. |
| | | | | 01 | 6010 | 0 | 5800 | 607 | 1110 | 1000 | 000 | 448 | |
| Babcock Elementary | 2400 Cormorant Way, Sacramento, 95815 | 83 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 607 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 81,522.00 | 01 | 6010 | 0 | 5100 | 607 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 607 | 1695 | 1000 | 000 | 448 | \$ 108,022.00 |
| Del Paso Heights Elementary | 590 Morey Ave., Sacramento, 95838 | 91 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 612 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 91,789.00 | 01 | 6010 | 0 | 5100 | 612 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 612 | 1695 | 1000 | 000 | 448 | \$ 118,289.00 |
| Dry Creek Elementary | 1230 G St., Rio Linda, 95673 | 83 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 614 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 81,522.00 | 01 | 6010 | 0 | 5100 | 614 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 614 | 1695 | 1000 | 000 | 448 | \$ 108,022.00 |
| Frontier Elementary | 6691 Silverthorne Cir., Sacramento, 95842 | 83 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 624 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 81,522.00 | 01 | 6010 | 0 | 5100 | 624 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 624 | 1695 | 1000 | 000 | 448 | \$ 108,022.00 |
| Garden Valley Elementary | 3601 Larchwood Dr., Sacramento, 95834 | 83 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 627 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 81,522.00 | 01 | 6010 | 0 | 5100 | 627 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 627 | 1695 | 1000 | 000 | 448 | \$ 108,022.00 |
| Johnson Elementary | 577 Las Palmas Avenue, Sacramento, CA 958 | 83 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 635 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 81,522.00 | 01 | 6010 | 0 | 5100 | 635 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 635 | 1695 | 1000 | 000 | 448 | \$ 108,022.00 |
| Orchard Elementary | 1040 Q St., Rio Linda, 95673 | 83 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 660 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 81,522.00 | 01 | 6010 | 0 | 5100 | 660 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 660 | 1695 | 1000 | 000 | 448 | \$ 108,022.00 |
| Village Elementary | 6845 Larchmont Dr., No. Highlands, 95660 | 83 | \$ 25,000.00 | 01 | 6010 | 0 | 5800 | 689 | 1110 | 1000 | 000 | 448 | |
| | Professional Development Stipend | | \$ 81,522.00 | 01 | 6010 | 0 | 5100 | 689 | 1110 | 1000 | 000 | 448 | |
| | | | \$ 1,500.00 | 01 | 6010 | 0 | 5800 | 689 | 1695 | 1000 | 000 | 448 | \$ 108,022.00 |
| Total | | | \$ 874,443.00 | | | | | | | | | | \$ 874,443.00 |