



REQUEST FOR STATEMENTS OF QUALIFICATIONS AND PROPOSALS FOR K-12 TUTORING SERVICES

RFQ-P No. 24-027

RFQ-P Issued	May 13, 2024
Publication	<i>Sacramento Bee</i> May 13 th and May 20, 2024
Deadline for Questions	May 24, 2024, by 2:00 p.m.
Addendum (if applicable)	May 29, 2024, by 2:00 p.m.
Proposal Deadline	June 3, 2024, by 2:00 p.m.





**K-12 TUTORING SERVICES
FOR THE
TWIN RIVERS UNIFIED SCHOOL DISTRICT**

SUBMITTALS: Two (2) hard copies and one electronic copy (email) must be received on or before 2:00 p.m. on June 3, 2024.

ADDRESSED TO: Brittany Smith
Interim Director Contract Services & Risk Management

MAILING ADDRESS: Twin Rivers Unified School District
3222 Winona Way
North Highlands, CA 95660

RFQ-P SUBMITTAL: Mark envelope:

PROPOSAL – K-12 TUTORING SERVICES (RFQ-P NO. 24-027) FOR THE TWIN RIVERS UNIFIED SCHOOL DISTRICT:

Proposals shall be submitted in sealed packages with the name of the Firm submitting the Proposal clearly marked on the front. **The electronic copy must be emailed to proposals@trusd.net.** Submission of the Proposal by facsimile is unacceptable. The respondent is entirely responsible for delivering the Proposal to the aforementioned office on time. **Late Proposals will not be accepted.**

QUESTIONS: Questions or clarifications for the Request for Statements of Qualifications and Proposal documents can be directed to proposals@trusd.net with the subject line “RFQ-P 24-027 questions”. Only questions submitted through this process will be accepted.

All responses to questions will be posted on our District webpage on May 29, 2024, by 2:00 p.m. Proposers are responsible for checking the District webpage for updates or Addenda.

<https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>



NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Twin Rivers Unified School District of Sacramento County, California, hereinafter referred to as the “the District,” will receive up to, but not later than 2:00 p.m., June 3, 2024, sealed proposals for:

RFQ-P No. 24-027 K-12 Tutoring Services

Proposals shall be received by the Twin Rivers Unified School District, Contract Services & Risk Management Department, at 3222 Winona Way, North Highlands, CA 95660.

All interested parties may obtain a copy of the RFQ-P online at <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html> or by contacting the Twin Rivers Unified School District, Contract Services & Risk Management Department, 3222 Winona Way, North Highlands, CA 95660.

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified.

The evaluation criteria specified herein will be used to determine which of the proposals provides the best quality for Twin Rivers Unified School District at the most economical cost. The District reserves the right to accept or reject any or all proposals, waive all technicalities, and accept the proposal(s) that is most favorable to the District. Recognizing that there are important considerations other than price, the District may not necessarily award to the lowest proposer. The District has the right to ask for any clarifications on any or all proposals.

Proposals must be effective for sixty (60) days following the deadline for the receipt of proposals.



INFORMATION AND CONDITIONS

GENERAL CONDITIONS AND INSTRUCTIONS

1. **SECURING DOCUMENTS:** Specifications and other contract document forms are available without charge to prospective Proposers at the Contract Services & Risk Management Department, Twin Rivers Unified School District website at: <https://www.trusd.net/>
2. **TAXES:** The District shall not be responsible for any taxes, with the exception of sales tax or use taxes where applicable. Applicable taxes shall be added by the Proposer to his invoice(s) and included in the proposal.
3. **ASSIGNMENT OF CONTRACT:** The successful Proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.
4. **ADDENDA OR BULLETINS:** Any Addenda or bulletins issued by the District during the time of proposal or forming a part of the documents loaned to the Proposer for the preparation of this proposal shall be covered in the proposal and shall be made a part of the contract.
5. **WITHDRAWAL OF PROPOSALS PRIOR TO OPENING:** Any Proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for the opening of Proposals.
6. **WITHDRAWAL OF PROPOSALS AFTER OPENING:** A Proposer may not withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof.
7. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies in, or omissions from, the specifications, he may submit to the Director of Contract Services & Risk Management of the Twin Rivers Unified School District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or addendum duly issued by said Director of Contract Services & Risk Management, and a copy of such addendum, will be posted on the District's webpage at <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>. The District will not be responsible for any other explanation or interpretation of the proposed documents.



8. **RESTRICTED PROPOSAL:** Only those companies fully licensed, equipped, and experienced in the work being performed, with skilled personnel immediately available and able to obtain necessary components immediately, shall be considered qualified Proposers for this contract.
9. **NO CONTACT WITH THE BOARD OF TRUSTEES:** Proposers may not contact any member of the Twin Rivers Unified School District Board of Trustees regarding this RFQ-P unless specifically invited to an interview conducted by the Board.
10. **NON-DISCRIMINATION:** The Twin Rivers Unified School District does not discriminate in the selection, acceptance, or treatment of any Contractor based on race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law. The District likewise prohibits discrimination by Contractors and may require the successful contractor(s) to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement in compliance with Government Code 12990.
11. **INSURANCE REQUIREMENTS:** Successful Proposer shall maintain during the life of this contract Commercial General Liability, Business Automobile Liability and Workers' Compensation and Employers' Liability insurance coverage. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposer will be required to furnish certificates of insurance prior to the start of work.
 - Commercial General Liability
 - a. Proposer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If an aggregate limit applies, either the general aggregate limit shall apply separately to these services or the general aggregate limit shall be twice the required occurrence limit. Proposer's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide the District and its officers, officials, employees, and volunteers shall be additional insured under such policies.
 - Sexual Abuse-Molestation Coverage
 - a. Proposer shall provide coverage with a limit of no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. This insurance shall cover potential claims of sexual abuse or molestation. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date,



continuity date, or retroactive date must be before the effective date of this agreement, and the proposer agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

- **Workers' Compensation and Employers' Liability**
 - a. Proposer shall maintain Workers' Compensation Insurance with Statutory Limits and Employers' Liability Insurance with a limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The Proposer shall submit to the District, with a certificate of insurance, a waiver of subrogation in favor of the District.

12. **INDEMNIFICATION:** Other than in the performance of professional services and to the full extent permitted by law, Proposer shall indemnify, defend, and hold harmless District and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Proposer or by any individual or District for which Proposer is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Proposer, except when caused by the active negligence or willful misconduct of the District.

13. **TOBACCO-FREE DISTRICT:** The Twin Rivers Unified School District has been designated a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

14. **IRS REQUIREMENTS:** The District shall view the legal position of the Proposed as an "independent contractor" and that all persons employed to furnish the services are employees of the Proposer and not of the District.

- The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the Proposer is a party.
- The Proposer will complete the IRS Form W-9 attached to the District's Services Agreement (Attachment C), provide a taxpayer identification number, and indicate whether the Proposer is a corporation, sole proprietor, partner, individual, etc.



OVERVIEW OF THE DISTRICT

The Twin Rivers Unified School District ("District") is a K-12 public school district located in northeastern Sacramento County with an enrollment of over 27,000 students in preschool through adult education.

The District serves the communities of North Sacramento, Del Paso Heights, Rio Linda, North Highlands, and Foothill Farms. The district has four high schools, five middle schools, 27 elementary schools, three dependent charter schools (at eight site locations), a K-12 independent study school, two continuation high schools, one special education school, an adult education program, and preschools. A list of all District schools can be found on the District website.

Twin Rivers is in an economically diverse region characterized by a mix of residential development and light industry. 90% of District students are eligible for Federal Free and Reduced-price meals.

A seven-member Board of Trustees governs the district under the day-to-day leadership of Steven Martinez, Ed.D., appointed District Superintendent, effective July 1, 2013

SCOPE OF PROPOSAL

Twin Rivers is requesting Statements of Qualifications and Proposals from qualified firms to provide tutoring services for K-12 students, including English Learners. The District intends to select one or more firms that can meet or exceed the needs and requirements specified herein.

Following selection of a firm(s), Board approval of contract(s), and fingerprint clearance(s), tutoring services will begin during the Fall Semester, 2024. Services should be provided outside of school hours during the regular school year, and continue during the summer months.

Although firms are not required to provide tutoring services for all grades and students, the District wants to understand your firm's full offering and fairly evaluate all proposals. If you can serve all grades and serve EL students, and have successfully provided such programs for school districts of similar size and student population, please describe this in your proposal. If your specialty is tutoring elementary students, or high school students, or primarily English Learners, please indicate this. In your proposal, please clearly identify the services you will be providing, and discuss how your firm will meet or exceed the District's expectations:



15. TUTORING PROGRAM DESCRIPTION AND REQUIREMENTS:

- District is in need of tutoring services for all grades: K-12
- Firms can propose to serve elementary grades, secondary grades, or all grades (the list of school sites are in Attachment D)
- The program objective is to increase achievement in students getting D's/F's and increase graduation and A-G course participation rates
- Students will be referred by District to firm
- Tutoring may be provided 1:1 or in small groups, as appropriate
- Tutoring is to be provided outside of regular school hours
- Programs can be virtual, hybrid, or in-person
- Firm must provide pre-and post-assessments (or data documenting student progress)
- Firm must demonstrate prior successes in raising student achievement levels at other comparably sized districts
- Firm must provide weekly tutoring services evaluation summaries or reports
- Firm will need to collaborate with District, reaching out to site administrators and student teachers for input.
- Firm should be equipped to use an interactive digital platform during the tutoring sessions that are virtual
- All tutors must be fingerprint-cleared by the District before working with students
- Ideal--Tutoring in multiple languages
- Firm should be equipped to provide student and family outreach with engagement occurring in the student's native language.
- **ENGLISH LEARNERS**. Sacramento is a destination for refugee populations and immigrants from many areas of the world. The diverse ethnic backgrounds of area families brings a rich character to Twin Rivers' schools. It also creates significant learning challenges for many of our students.

Currently, 40% of District students are served by the Twin Rivers USD English Learners Department. The predominant languages spoken in the students' homes are as follows:

- Spanish (7,149)
- Dari (347)
- Hmong (304)
- Farsi (246)
- Pashto (235)
- Russian (155)
- Arabic (143)
- Ukrainian (142)

English language mastery is key to all students' achievement, and an even greater challenge for English Learners. As such, if your firm proposes to serve EL students, the scope of services must include:



- Academic subjects including but not limited to elementary, middle and high school Math, English Language Arts, History/Social Studies and Science
- Foundational English literacy skills designed for elementary, middle and high school students including those who have been in the country for 3 years or less. The goal is to ease their transition and increase their conversational English skills.
- Prep course for the English Proficiency Assessments for California (ELPAC)

Vendors who are proposing to serve District EL Students should fully address how you will effectively serve the above language needs and subject areas.

16. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

I. PROPOSAL CONTENTS

Please address the following points in your proposal. Separate proposal sections into tabs for each lettered section below:

- a. Please identify the grades/students your firm proposes to serve. Please describe how your program will meet or exceed the objectives of the District described in Sec. IV above *(1-2 pages max)*
- b. Please discuss your firm's experience in the creation and implementation of a successful high quality virtual and in-person tutoring programs. *(2 page max)*
- c. Please identify, by name, the officers of your firm or agency, and provide a brief professional bio of each person *(1 paragraph each)*.
- d. Please provide information on how you recruit tutors, minimum requirements, and provide a detailed description of the training they are provided. Please also discuss how you manage your tutors throughout the duration of the program, including communication with the school, the District, timekeeping and absences. *(2 pages)*.
- e. **COST PROPOSAL:** Please provide a detailed budget, including your cost for labor and materials. Include hourly or daily rates for tutoring services and a breakdown of those rates (i.e., the amount going to salaries, materials, overhead, etc.) *(2 pages)*.
- f. Please feel free to include any other relevant information, experience, or skills which increase the value your firm's offering and services. *(Max. 1 page)*
- g. Individuals who work with District students must be fingerprinted at our District Office before going onto school sites, in compliance with CA Education Code Sec. 45125.1. Please acknowledge this in your response *(not in page maximum)*.



17. SUBMISSION OF PROPOSAL:

- a. Proposals must be submitted on 8 1/2" x 11" white paper and shall include a table of contents properly indicating the section and page number of the information included.
- b. The proposal signature page must accompany your proposal, with all information supplied and signatures applied as required. The authorized signature should show the title of the person signing the proposal. A person authorized to act on behalf of the contractor must sign the proposal in ink. A Non-Collusion Declaration shall be included in the response (Attachment A).
- c. A list of at least three (3) references from jobs with school districts, colleges, and/or public agencies, including name, address, and telephone number. (Attachment B). Do not list Twin Rivers Unified School District Principals or Vice-Principals as references.

18. GENERAL COMPANY INFORMATION/QUALIFICATIONS:

- a. A brief history of the firm's business and organization.
 - b. A summary of the firm's employment policies and procedures, including any equal employment opportunity policies. Also, include a brief summary outlining the present composition of your workforce.
 - c. Clearly identify any variation or non-compliance with the RFQ-P's specifications.
 - d. Provide a proposed implementation plan to begin service on August 12, 2024.
 - e. Please state whether any of the following events have occurred in the last five (5) years with respect to said Firm (as its current entity or as a predecessor entity). If any answer yes, explain fully the following:
 - a. Whether the Firm was subject of any order, judgment, or decree.
 - b. Whether said Firm's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Firm.
 - c. Whether a petition under bankruptcy, insolvency, or receivership was filed by or against the Firm within the last five years.
- Failure to provide required disclosure, submit officially signed documents, or respond to any and all information requested/required by the District will result in the proposal being declared non-responsive.

19. MISCELLANEOUS: Provide any additional information you feel may be relevant in evaluating your proposal.

20. EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated based on the criteria listed hereunder. Information and/or factors gathered during interviews, discussions, and/or negotiations shall also be utilized in the final selection decision. The District reserves the right to waive any and all irregularities and award the contract to the firm



or firms which, in the sole opinion of the District, best fulfills the terms and conditions of this request.

21. EVALUATION CRITERIA ASSIGNED WEIGHTS:

To be deemed “Responsive”, proposals must be received by the deadline, include the District-required forms, and address all requirements of this RFQ-P. Responsive proposals will be scored by a District panel using the following criteria:

- ✚ Demonstrated understanding of, and responsiveness to, the RFQ-P.
10 points
- ✚ Ability to meet and/or exceed the needs of the District as identified in Sec. 15 of this RFQ-P.
15 points
- ✚ Personnel: qualifications, leadership, recruitment, training programs.
20 points
- ✚ Past experience and demonstrated success in providing tutoring programs to school districts of comparable size and needs
25 points
- ✚ Proposed budget, clearly presented; competitive fee structure; and availability of matching funds.
25 points
- ✚ Additional benefits of the firm’s offering *5 points*



PROPOSAL FORM

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications, and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at quoted prices unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer.

ADDENDA (if any): Issued in accordance with the Instructions to Proposers, the undersigned acknowledges receipt of Addenda Nos. _____ dated _____.

The undersigned hereby proposes and agrees to furnish and deliver the goods and services per the terms, conditions, specifications, and quoted prices.

Corporate Seal
(if a corporation)

Proper name of Individual, Company, or Corporation

Authorized Signature

Type or Print Signer's Name

Title

Address

Telephone

E-mail

Date



ATTACHMENT A

NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

_____deposes and says that
(Name of Authorized Representative)

he/she is _____ of _____,
(Title) (Firm Name)

the party providing the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly colluded, conspired, connived, or agreed with anyone else to put in a sham proposal; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are factual; and, further, that the respondent has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed or Printed Name)



ATTACHMENT B

REFERENCES

Per Article 21, list at least three references of contracts with school districts, colleges, and/or public agencies within the last five years.

Name of Organization

Address City State Zip Code

Telephone Email

Name of Organization

Address City State Zip Code

Telephone Email

Name of Organization

Address City State Zip Code

Telephone Email



ATTACHMENT C

DISTRICT SERVICES AGREEMENT



To be completed by Budget Services

S.A. # _____
Vendor # _____

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

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

THIS SERVICES AGREEMENT ("Contract" or "Agreement") is made this _____ day of _____, 20____, between the Twin Rivers Unified School District, herein referred to as "DISTRICT", and _____, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONTRACTOR has demonstrated its competency to perform the special services required by this Contract through its prior experience in:

NOW THEREFORE, the District hereby engages the services of CONTRACTOR, and in consideration of the mutual promises contained herein, the Parties agree as follows:

- INCORPORATION OF RECITALS/PRECEDENCE OF AGREEMENT OVER EXHIBITS**: The parties adopt and incorporate by reference the foregoing recitals as a term of the AGREEMENT. Should there be any ambiguity or inconsistency between any exhibits to this AGREEMENT and the terms of this AGREEMENT, the terms of this AGREEMENT take precedence.
- SERVICES**. CONTRACTOR shall perform the following services ("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.)*:
- 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)*:

4. TERM AND TERMINATION

Term. This AGREEMENT shall commence on _____ and shall continue through _____ provided all services under this AGREEMENT 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. Subject to applicable laws, this Term may be extended by mutual written consent of the parties in accordance with the provision set forth herein regarding amendments.

Termination.

This AGREEMENT may be terminated as follows, unless otherwise specified herein:

- a. Mutual Agreement: The Parties may terminate this AGREEMENT at any time by mutual agreement in writing.
- b. District’s Discretion: DISTRICT in its sole discretion may terminate this AGREEMENT for any reason on 30 days’ written notice to CONTRACTOR.
- c. Breach: Either party may terminate this AGREEMENT in the event of a material breach by the other party. The party seeking termination must describe the breach in sufficient detail to provide the other party with adequate notice and an opportunity to cure. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this AGREEMENT at any time thereafter by providing a written notice of termination.
- d. Licensing/Bankruptcy: DISTRICT may terminate this AGREEMENT immediately upon either of the following events: (1) denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that CONTRACTOR must hold to perform the Services; or (2) in the event CONTRACTOR files for bankruptcy.
- e. Furlough/NonAppropriation: DISTRICT reserves the right to immediately terminate or suspend this AGREEMENT without notice if DISTRICT’s Board of Trustees determines that funding for the Services is insufficient; or due to Non-Appropriation of Federal funding.

Upon termination, CONTRACTOR shall provide the DISTRICT with all documents and Work Product created, maintained, or collected by CONTRACTOR pursuant to this AGREEMENT, whether or not such documents are in draft or final form. DISTRICT shall pay CONTRACTOR for all Services performed to DISTRICT’s satisfaction in accordance with this AGREEMENT prior to the date of termination. Any amounts disputed and unpaid by the DISTRICT shall be withheld pending the outcome of the dispute resolution.

5. FEE, PAYMENT AND TAXES

FEE. District shall pay CONTRACTOR for work satisfactorily rendered pursuant to this Contract the amount of: \$ _____.
This sum shall be payable _____ (monthly, quarterly, progress, lump-sum billing).

PAYMENT. CONTRACTOR shall submit invoices to the District Accounts Payable Dept. requesting payment for completion of the work at the above-noted intervals. The District shall review and validate all invoices for approval before payment; and shall then remit payment within thirty days of approval.

PLEASE NOTE: *CONTRACTORS:* Invoices should be submitted to Accounts Payable, 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. *Initiators:* Accounts Payable will not process payment until the services have been completed and you furnish verification 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.

Upon early termination pursuant to the provisions of Paragraph 4 above, DISTRICT shall pay CONTRACTOR for all Services performed to DISTRICT’s satisfaction prior to the date of notification of termination. Any amounts disputed by the DISTRICT shall be withheld pending the outcome and resolution of such dispute, in accordance with the dispute resolution procedures set forth in Paragraph 29 herein.

TAXES. CONTRACTOR agrees to submit a “Request for Taxpayer Identification Number and Certification” (Form W-9) with this AGREEMENT and acknowledges that the DISTRICT will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by CONTRACTOR. If applicable, DISTRICT will provide CONTRACTOR and the Internal Revenue Service with a statement of earnings at the conclusion of each calendar year as required by the I.R.S. and will withhold 7% from all payments for out-of-state (non-California) CONTRACTORS, in accordance with California Revenue and Taxation Code Section 18662. District shall not otherwise 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.

6. BUDGET CODE(S)

_____	% or \$:	_____	_____	_____	_____	_____	_____	_____	_____
_____	% or \$:	_____	_____	_____	_____	_____	_____	_____	_____
_____	% or \$:	_____	_____	_____	_____	_____	_____	_____	_____
_____	% or \$:	_____	_____	_____	_____	_____	_____	_____	_____
_____	% or \$:	_____	_____	_____	_____	_____	_____	_____	_____
_____	% or \$:	_____	_____	_____	_____	_____	_____	_____	_____
Total \$		_____	_____	_____	_____	_____	_____	_____	_____

7. INDEPENDENT CONTRACTOR

CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent CONTRACTOR. CONTRACTOR and its employees shall not be considered employees of the DISTRICT, and are not entitled to benefits of any kind normally provided to employees of the DISTRICT, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes full responsibility for the acts and/or omissions of its employees or agents in the performance of the Services. CONTRACTOR shall have no authority to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, the DISTRICT. CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT from any loss, damage or sums claimed against the DISTRICT by reason of CONTRACTOR's breach or failure to perform as recited.

8. CONTRACTOR QUALIFICATIONS, LICENSING AND STANDARDS OF CARE.

CONTRACTOR represents that CONTRACTOR, and CONTRACTOR'S employees and agents, shall have in effect all licenses, credentials, permits and other legally required qualifications to perform the Services under this Agreement, without the advice, control or supervision of District. CONTRACTOR'S Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and CONTRACTOR understands that the District relies upon such professional quality, accuracy, completeness, and coordination by CONTRACTOR in performing the Services.

9. STUDENT DATA PRIVACY

If CONTRACTOR will provide technology services that involve digital access to, use, storage, or management of pupil records, then CONTRACTOR must sign a separate California Student Data Privacy Agreement, in compliance with Education Code section 49073.1.

10. USE OF AGENTS AND ASSISTANTS/REMOVAL OF EMPLOYEES OR AGENTS

To the extent necessary to enable CONTRACTOR to provide the Services, CONTRACTOR may engage any agent or assistant which CONTRACTOR may deem proper, at CONTRACTOR's own expense. It is agreed that any agent or assistant hired by CONTRACTOR will explicitly not be employed by the District. If any of CONTRACTOR's officers, employees, agents, or subcontractors is determined by the DISTRICT to be uncooperative, incompetent, a threat to the performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, or subcontractors fail or refuse to perform the Work in a manner acceptable to the DISTRICT, the DISTRICT reserves the right to require that CONTRACTOR remove person from performance of the Work hereunder.

11. ORIGINALITY OF SERVICES

Except as to standard generic details, CONTRACTOR agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions that CONTRACTOR may produce and submit to the DISTRICT in connection with this AGREEMENT shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any third party source.

12. INTELLECTUAL PROPERTY. DISTRICT agrees that CONTRACTOR may use its previously developed proprietary materials and resources in fulfillment of this AGREEMENT. All prior developed material shall remain the exclusive ownership of CONTRACTOR.

13. WORK PRODUCT OWNERSHIP

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by CONTRACTOR under this AGREEMENT shall be the sole and exclusive property of DISTRICT. No Work Product produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright, or patent by CONTRACTOR without the prior written consent of the DISTRICT. District shall have all right, title and interest in and to the Work Product, including the right to secure and maintain the copyright, trademark and/or patent rights in said Work Product in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the Work Product, for any purpose and in any medium.

14. EQUIPMENT AND FACILITIES

CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this AGREEMENT. District will provide CONTRACTOR with access to all needed records and materials held by the District, that District determines are pertinent to and necessary for the completion of the Services hereunder, unless such materials are confidential and not subject to disclosure.

15. DEVOTION OF TIME

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 accommodate the District's additional requirements, without decreasing the effectiveness of the performance of the duties hereunder.

16. INSURANCE AND INDEMNIFICATION

INSURANCE REQUIREMENTS. During the term of this AGREEMENT, at CONTRACTOR's sole cost and expense, CONTRACTOR agrees to procure and maintain the following insurance:

- Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per coverage year. If CONTRACTOR's services, identified in paragraph 2 of the AGREEMENT, requires CONTRACTOR to work directly with students or requires CONTRACTOR to be in a site when students are present, Sexual Abuse/Molestation Coverage must be included under General Liability or obtained in separate policy in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.
- Automobile liability insurance in an amount not less than \$1,000,000 per occurrence.
- *If applicable for consulting services or for services that require a state license to practice (i.e., legal, accounting, architectural, engineering, counseling, medical, technical):* Professional liability insurance in an amount not less than \$2,000,000 per claim.
- For CONTRACTORS with employees: Workers' Compensation insurance as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The Workers' compensation policy shall be endorsed with a Waiver of Subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, and agents.
- If CONTRACTOR is providing technology-related products or services and has access to personally identifiable information of the District: Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security.

CONTRACTOR agrees to provide an endorsement to its policy naming the DISTRICT as an additional insured and stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Prior to providing services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT, its officers, agents, and employees as additional insured under said policy. Except for Errors and Omissions Liability and Professional Liability, CONTRACTOR shall require the carriers of the above-required coverages to waive all rights of subrogation against DISTRICT, its officers, employees, agents, volunteers and subcontractors. All varieties of insurance required under this AGREEMENT shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided herein, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A: VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. (This requirement can only be waived by the Director of Purchasing or Director of Risk Management).

Indemnification. To the furthest extent permitted by law, CONTRACTOR, at CONTRACTOR's own expense, shall defend, indemnify, and hold harmless District, and its Board of Trustees, agents, representatives, officers, employees, trustees, and volunteers ("District Indemnitees"), from any and all claims, damages, losses, and expenses, arising from, pertaining to, or relating to, the negligence, recklessness, errors, or omissions, or willful misconduct of CONTRACTOR or its agents. The District shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the District Indemnitees.

17. BUSINESS LICENSES AND CERTIFICATE PERMITS

As an independent CONTRACTOR, it shall be the sole responsibility of CONTRACTOR to obtain any needed business licenses, certificates, or permits to conduct business to meet the terms of this Agreement. CONTRACTORS servicing public works or maintenance projects must register with CA State DIR yearly.

18. ASSIGNMENT AND SUBCONTRACTING. This Agreement and the duties required hereunder may not be assigned to any third party without the written consent of the 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. Additionally, CONTRACTOR shall not subcontract any portion of this Agreement without the written consent of the District. In the event that a subcontract is approved by the District, all requirements of this Agreement shall flow down and apply to the subcontractor.

19. EMPLOYMENT WITH PUBLIC AGENCY. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the time in which Services are actually being performed pursuant to this Agreement. If CONTRACTOR is a CALPERS or CALSTRS annuitant, CONTRACTOR must disclose this fact to the District before signing this AGREEMENT and will be compensated through the District's Payroll and Benefits department.

20. ANTI-DISCRIMINATION. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).

21. FINGERPRINTING and CALIFORNIA DOJ CLEARANCE. CONTRACTOR agrees to comply with the requirements of California Education Code section 45125, as follows:

(a) Require all current and subsequent employees of CONTRACTOR who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

(b) Prohibit employees of CONTRACTOR, including all staff, managers, owners or agents of CONTRACTOR, from coming onto school sites or otherwise coming into contact with District pupils, unless the District has received confirmation from the CADOJ that the individual has not been convicted of a felony as defined in California Education Code section 45122.1.

(c) Provide the names of all of CONTRACTOR's employees who may come in contact with District students, on the Employee Listing form attached herewith, and certify in writing, on the accompanying Certification Form that none of the listed employees have been convicted of a felony as defined in California Education Code section 45122.1 and update this list as needed throughout the term of this Agreement.

22. SAFETY, SECURITY, CONTROLLED SUBSTANCES. CONTRACTOR is responsible for maintaining safety in the performance of this Agreement. CONTRACTOR shall adhere to the District's rules and procedures pertaining to safety, security, and driving on school grounds, particularly when children are present. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on school sites. Upon arriving each day, CONTRACTOR's employees and agents must report to the school's main office, scan their California Driver's License or other official ID into the school's digital visitor system, and receive a daily visitor ID, which they must wear at all times while on site.

23. NO SOLICITATION. In order to avoid interruption to the education of students and the operation of District schools, CONTRACTOR shall not engage in any sales or the solicitation of business on any District property, or through the use of any District resources or systems, absent the express prior written consent of the District's Chief Business Official or designee, which express written consent must be obtained no fewer than five days in advance of the occurrence of any such sale or solicitation.

24. STUDENT DATA PRIVACY: If CONTRACTOR will provide technology services that involve the digital access, use, storage, or management of pupil records, then CONTRACTOR must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the DISTRICT. Pupil records includes any information directly related to a pupil that is maintained [TWIN RIVERS UNIFIED SCHOOL DISTRICT – SERVICES AGREEMENT- \\$35,000 OR MORE- NOV. 2023](#)

by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a DISTRICT employee.

25. RECORD RETENTION AND AUDIT. CONTRACTOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting the services and transactions completed under this Agreement. CONTRACTOR shall retain such records throughout the term of this Agreement, during any extensions or renewals, and for three (3) years thereafter. Additionally, pursuant to Government Code Section 8546.7, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code. CONTRACTOR shall permit the District or an independent auditor to audit, review and make copies of all such records. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to CONTRACTOR and shall conduct audit(s) during CONTRACTOR's normal business hours, unless CONTRACTOR otherwise consents.

26. LIMITATION OF DISTRICT LIABILITY. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of Fees identified in Sec. 5 of this Agreement, and in any subsequent Amendments hereto. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

27. CONFIDENTIALITY. The CONTRACTOR and all CONTRACTOR's agents, personnel, employees and/or subcontractors, shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

28. PUBLIC HEALTH MANDATES – DISTRICT POLICY: CONTRACTOR agrees to comply with all local, state and Federal Public Health Mandates and guidance, and with related DISTRICT Policies and protocols.

29. WAIVER. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

30. ENTIRE CONTRACT. This Agreement supersedes 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 Agreement which is not contained herein shall be valid or binding.

31. DISPUTES. Notwithstanding the requirements set forth in Government Code section 900, *et seq.*, 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. Pending resolution of any dispute, CONTRACTOR agrees it will neither rescind the Agreement nor stop the performance of the Services.

32. SEVERABILITY. In the event that any provision of this Agreement 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.

33. AMENDMENTS. The terms of this Agreement shall not be modified, supplemented, or amended in any manner whatsoever except by written Agreement signed by both parties.

34. GOVERNING LAW. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California and venue shall be appropriate in Sacramento, California.

35. NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, to the primary mailing addresses of the District and CONTRACTOR.

36. FORCE MAJEURE. In the event either party is unable to perform its obligations under the terms of this Contract because of acts of God, strikes, pandemics, or other such events reasonably beyond the parties' control, such non-performing party shall not be liable for damages resulting from such failure to perform; provided, however, that such non-performing party must notify the other party of its inability to perform due to a force majeure event and must resume performance as soon as is reasonably practicable thereafter.

37. CONTRACT CONTINGENT UPON BOARD APPROVAL. The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Board of Trustees, and no payment shall be made or owed to CONTRACTOR absent that formal approval. This Agreement is deemed approved when it has been signed by the Superintendent, Chief Business Official or other Designee.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth below.

CONTRACTOR Printed Name	/ Authorized Signature	/ Date	E-mail Address
Address			
Street/Apt/Suite	City	State	Zip Code
Phone	SSN or Tax ID		
CONTRACTOR or Business License Number		DIR# and Date: (Public Works Only)	

NOTE: SERVICES MAY NOT BEGIN AND PO WILL NOT BE ISSUED UNTIL DISTRICT RECEIVES FINGERPRINT CLEARANCES.

TO BE COMPLETED BY ADMINISTRATOR

W-9 Form	<input type="checkbox"/>	Yes	Fingerprinting	<input type="checkbox"/>	Required	TB Clearance	<input type="checkbox"/>	Required
	<input type="checkbox"/>	No	(Ed Code 45125.1)	<input type="checkbox"/>	Not Required	(AR1240)	<input type="checkbox"/>	Not Required

<i>Director Contract Services & Risk Management</i>	<i>Date</i>	<i>Budget Services</i>	<i>Date</i>
<i>Administrator Signature</i>	<i>Date</i>	<i>Sr. Budget Analyst</i>	<i>Date</i>
<i>School Leadership (If Applicable)</i>	<i>Date</i>	<i>Budget Director/Exec. Director</i>	<i>Date</i>
<i>Special Funding (If Applicable)</i>	<i>Date</i>	<i>Chief Business Official /Authorized Designee</i>	<i>Date</i>
<i>Date of Board Approval</i>	<i>Payroll Notes (If Applicable):</i>		



TWIN RIVERS UNIFIED SCHOOL DISTRICT
Administrative Services
Mailing Address: 3222 Winona Way, North Highlands, CA 95660

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 _____. 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, 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/Firm

 Name/Title of Authorized Representative (*please print*)

 Signature of Authorized Representative

**LIST OF EMPLOYEES/VOLUNTEERS WHO
MAY COME IN CONTACT WITH STUDENTS**

NAME OF EMPLOYEES/VOLUNTEERS	NAME OF CONTRACTOR/CONSULTANT	SCHOOL SITES (IF KNOWN)

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6 City, state, and ZIP code

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ATTACHMENT D

LIST OF SCHOOL SITES

Twin Rivers Unified School District

School Name	Address	City	Zip
Allison Elementary	4315 Don Julio Blvd.	North Highlands	95660
Babcock Elementary	2400 Cormorant Wy.	Sacramento	95815
Castori Elementary	1801 South Ave.	Sacramento	95838
Creative Connections Arts Academy K-6	7201 Arutas Dr.	North Highlands	95660
Creative Connections Arts Academy 7-12	6444 Walerga Rd.	North Highlands	95660
Del Paso Heights Elementary	590 Morey Ave.	Sacramento	95838
Dry Creek Elementary	1230 G St.	Rio Linda	95673
Fairbanks Elementary	227 Fairbanks Ave.	Sacramento	95838
Foothill High School	5000 McCloud Dr.	Sacramento	95842
Foothill Oaks Elementary	5520 Lancelot Dr.	Sacramento	95842
Foothill Ranch Middle School	5001 Diablo Dr.	Sacramento	95842
Frontier Elementary	6691 Silverthorne Cir.	Sacramento	95842
Garden Valley Elementary	3601 Larchwood Dr.	Sacramento	95834
Grant Union High School (Main)	1400 Grand Ave.	Sacramento	95838
Grant Union High School (West)	1221 South Ave.	Sacramento	95838
Hagginwood Elementary	1418 Palo Verde Ave.	Sacramento	95815
Hazel Strauch Elementary	3141 Northstead Dr.	Sacramento	95833
Highlands High School	6601 Guthrie St.	North Highlands	95660
Hillsdale Elementary	6469 Guthrie St.	North Highlands	95660
F.C. Joyce PK-8	6050 Watt Ave.	North Highlands	95660
Keema School for Independent Study	1281 North Ave.	Sacramento	95838
Keema High School Rio Linda Satellite	631 L St.	Rio Linda	95673
Kohler Elementary	4004 Bruce Way	North Highlands	95660
Las Palmas Elementary	477 Las Palmas Ave.	Sacramento	95815
Madison Elementary	5241 Harrison St.	North Highlands	95660
Martin Luther King Jr. Tech Academy	3051 Fairfield St.	Sacramento	95815
Miles P. Richmond	4330 Keema Ave.	North Highlands	95660
Morey Avenue ECD	155 Morey Ave.	Sacramento	95838
Northlake TK-8	3651 Oyster Point Wy.	Sacramento	95835
Northwood Elementary	2630 Taft St.	Sacramento	95815
Norwood Jr High	4601 Norwood Ave.	Sacramento	95838
Oakdale School PK-8	3708 Myrtle Ave.	North Highlands	95660
Orchard Elementary	1040 Q St.	Rio Linda	95673
Pacific Career & Technology High School	6560 Melrose Dr.	North Highlands	95660
Pioneer TK-8	5816 Pioneer Way	Sacramento	95841
Regency Park Elementary	5901 Bridgecross Dr.	Sacramento	95835

Ridgepoint Elementary	4680 Monument Dr.	Sacramento	95842
Rio Linda High School	6309 Dry Creek Rd.	Rio Linda	95673
Rio Linda Preparatory Academy	1101 G St.	Rio Linda	95673
Rio Tierra Jr. High	3201 Northstead Dr.	Sacramento	95833
Sierra View Elementary	3638 Bainbridge Dr	North Highlands	95660
Smythe Academy of Arts & Sciences Middle School	700 Dos Rios St.	Sacramento	95811
Smythe Academy of Arts & Sciences (K-6)	2781 Northgate Blvd.	Sacramento	95833
Twin Rivers Adult School	5703 Skvarla Ave.	McClellan	95652
Village Elementary	6845 Larchmont Dr.	North Highlands	95660
Vineland Preschool	6450 20th St.	Rio Linda	95673
Vista Nueva Career & Technology High	2035 North Ave.	Sacramento	95838
Westside Elementary	6537 W 2nd St.	Rio Linda	95673
Woodlake Elementary	700 Southgate Rd.	Sacramento	95815
Woodridge Elementary	5761 Brett Dr.	Sacramento	95842