



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

**Meeting Date:** October 18, 2012

**Subject:** Grants, Entitlements, and Other Income Agreements  
Ratification of Other Agreements  
Approval of Bid Awards  
Approval of Declared Surplus Materials and Equipment  
Change Notices  
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: \_\_\_\_\_)
- Conference/Action
- Action
- Public Hearing

**Division:** Administrative Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion – Facilities Projects

<b>Estimated Time:</b>	N/A
<b>Submitted by:</b>	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
<b>Approved by:</b>	Patricia A. Hagemeyer, Chief Business Officer

**GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>ACCOUNTABILITY OFFICE</u></b>		
A13-00052–A13-00058 California Department of Education	7/1/12 – 6/30/13: Grants for California Partnership Academies at C.K. McClatchy, Hiram Johnson, John F. Kennedy, and Luther Burbank high schools. The California Partnership Academies are focused on smaller learning communities with a career theme. Academies serve students in grades 10-12 and are structured as schools-within-a-school. Academies incorporate integrated academic and career technical education, mentoring and internships. Academy leadership is provided by a committed team of teachers, and active business and post-secondary partnerships.	No Match
	C.K. McClatchy: Law and Public Services Academy	\$64,800
	Hiram Johnson: Corporate Business Academy	\$72,900
	Health Careers Academy	\$72,900
	Law/Criminal Justice Academy	\$72,900
	Technology and Engineering Design Academy	\$72,900
	John F. Kennedy: Criminal Justice and Community Services Academy	\$72,900
	Luther Burbank: Law and Social Justice Academy	\$72,900
<b><u>ADULT EDUCATION</u></b>		
A13-00051 California Department of Education	7/1/12 – 6/30/13: Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant. Funding to support the academic achievement of career and technical education students. Programs of study focus on current and emerging occupational opportunities for adult students.	\$77,509 No Match
<b><u>CHILD DEVELOPMENT</u></b>		
A13-00061 California Department of Education	7/1/12 – 6/30/15: Facilities Renovation and Repair Contract provides funding for work at Golden Empire and Nicholas Preschools; and Hiram Johnson and Charles A. Jones Skills Center Children’s Centers. Work includes flooring, interior painting, playground upgrades, and shade structures.	\$150,000 Income Contract
<b><u>SPECIAL EDUCATION</u></b>		
A13-00059 California Department of Education	7/1/12 – 6/30/13: Early Intervention Grant to be used for Early Education Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities, and their families.	\$139,420 No Match

**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>YOUTH DEVELOPMENT</u></b>		
SA13-00184 Target Excellence	<p>7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at Cesar Chavez, Ethel I. Baker, John Sloat and Joseph Bonnheim Elementary Schools; Albert Einstein and Rosa Parks Middle Schools; and American Legion High School. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children’s education.</p> <p><u>Strategic Plan:</u> Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family &amp; Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.</p>	\$716,781 After School Education and Safety Funds and 21 <sup>st</sup> Century Community Learning Center Funds
SA13-00185 Club Z!	<p>7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at Bowling Green Elementary School. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.</p> <p><u>Strategic Plan:</u> Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family &amp; Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.</p>	\$205,545 After School Education and Safety Funds and 21 <sup>st</sup> Century Community Learning Center Funds
SA13-00196 Sacramento Chinese Community Service Center	<p>7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century before school (BS) and after school programs at Camellia Basic, Caroline Wenzel, C.P. Huntington, Earl Warren (BS), John Bidwell, Maple, Martin L. King, Jr., Nicholas (BS), Oak Ridge, Pacific Elementary Schools; California, Will C. Wood Middle Schools; and C.K. McClatchy, Hiram Johnson, John F. Kennedy, and Luther Burbank High</p>	\$1,906,625 After School Education and Safety Funds and 21 <sup>st</sup> Century Community Learning Center Funds

Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA13-00197  
City of Sacramento,  
PASSAGES Program

7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at John Still and Sam Brannan Middle Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$175,000  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

SA13-00201  
City of Sacramento,  
START Program

7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at A.M. Winn, Abraham Lincoln, Bret Harte, C.B. Wire, David Lubin, Elder Creek, Ethel Phillips, Fruit Ridge, Golden Empire, Hollywood Park, Hubert Bancroft, Isador Cohen, James Marshall, John Cabrillo, Mark Twain, O.W. Erlewine, Parkway, Peter Burnett, Pony Express, Susan B. Anthony, Tahoe, Theodore Judah and Washington Elementary Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$2,845,515  
After School  
Education and Safety  
Funds and 21<sup>st</sup>  
Century Community  
Learning Center  
Funds

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

## **APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Child Development Department Pacific Elementary	None	Recycle
Office Equipment	Child Development Department	None	Recycle
Audio/Visual Equipment	Child Development Department Pacific Elementary	None	Recycle

## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Landmark Construction	John F. Kennedy Parking Lot Improvements DSA No. 02-1121175	September 30, 2012

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services**

**And**

**TARGET EXCELLENCE**

The Sacramento City Unified School District (“District”) and the **Target Excellence** (“TE”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective July 1, 2012 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage TE to develop, maintain and sustain programs that offer support services to Albert Einstein and Rosa Parks Middle Schools, Cesar Chavez, Ethel I Baker, John Sloat, Joseph Bonnheim Elementary Schools, and American Legion High School during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and TE will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century after school programs at abovementioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. TE shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);
- ii. TE shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored after school professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse TE up to \$716,781

(at a rate of \$5.90-6.09 per student based on 177 days) to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- Albert Einstein, 91 students, \$94,000-ASES
- Rosa Parks, 112 students, \$105,000-ASES
- Ethel I Baker, 91 students, \$94,477-ASES
- Ethel I Baker, 30 students, \$27,500- 21C
- Cesar Chavez, 84 students, \$89,500- ASES
- Joseph Bonnheim, 84 students, \$87,750- ASES
- Joseph Bonnheim, 20 students, \$20,250-21C
- John Sloat, 83 students, \$89,500-ASES
- John Sloat, 30 students, \$30,375-21C
- American Legion, 60 students, \$ 75,000-21C ASSETS

The final installment shall not be invoiced by TE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, TE shall provide documentation of \$107,517 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, TE , and each of TE employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement TE shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. TE will also provide a written endorsement to such policy-naming District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the TE to the District.

E. Fingerprinting Requirements. TE agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. TE at its sole cost and expense shall obtain or pay for fingerprinting and TB clearance for all of TE's employees before services can begin. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, TE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Prohibition against Recruiting or Soliciting Students to Enroll in Supplemental Educational Services Offered by TE.

TE has contracted with the District to provides Supplemental Educational Services ("SES") to District students. The term SES means:

"additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic

assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the District and are aligned with the State of California academic content standards. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section (1116)(e)(12)(C)]

Target Excellence and its officers, employees, contractors, volunteers and other representatives shall not recruit or solicit students to enroll in SES offered by Target Excellence to District students immediately before, during, and immediately after the after school program. The phrase "recruit and solicit students" shall include, but shall not be limited to, distributing SES applications to students and/or their parents or guardians.

G. Period of Agreement. The term of this Agreement shall be from July 1<sup>st</sup>, 2012, through June 30, 2013. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

H. Indemnity.

i. TARGET EXCELLENCE shall indemnify and hold harmless the District, including the officers, employees, agents, and volunteers of the District, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or the willful misconduct of TARGET EXCELLENCE, any subcontractor, anyone directly or indirectly employed by TARGET EXCELLENCE or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

ii. Sacramento City Unified School District shall indemnify and hold harmless TARGET EXCELLENCE, including the officers, employees, agents, and volunteers of TARGET EXCELLENCE, from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of the performance of the terms of this Agreement, caused in whole or in part by any negligent act or omission or the willful misconduct of the District, any subcontractor, anyone directly or indirectly employed the District or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of TARGET EXCELLENCE.



I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

K. Assignment. This Agreement is made by and between TE and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between TE and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

**DISTRICT:**

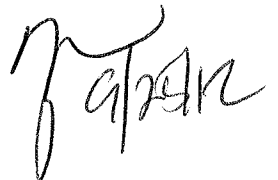
By: \_\_\_\_\_ Date \_\_\_\_\_  
Patricia A. Hagemeyer, Chief Business Officer  
Sacramento City Unified School District

**TE :**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## ASES: Sacramento City USD and TE

### Scope of Services

#### Attachment A\*

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##### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize TE in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of TE to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Provide after school snack consistent with requirements of USDA.
9. Help recruit students into the Program and provide the Program access to parents of participating students.
10. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
11. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.
12. Meet monthly with the District contact person, TE site liaison and site administrator to identify program needs, successes, and assistance needed.

##### TE shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include up to one hour of homework and tutoring assistance daily from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by TE and adjustments made to ensure that the **program maximizes all funding reimbursements not exceeding available funding.**
3. Maintain and provide to the District monthly attendance and program activities records.
4. TE will provide an End of Year report on status of all outcomes and objectives.
5. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
6. Develop special activities or field trips for the sites individually and collectively. The TE shall obtain prior District approval, prior parental permission for students' participation in TE -sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
7. Attend and provide monthly reports at the Youth Engagement Advisory Board meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
8. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
9. Have lead program manager attend minimally monthly professional development with District
10. Communicate progress of project/partnership development on a timely and consistent manner to the District
11. Communicate new partnership opportunities with the District.
12. Provide at least one full time program manager that is employed until end of contract 6/30/13 and sufficient staffing to maintain a 20:1 student/staff ratio.
13. Utilize an identified assessment tool to assess and evaluation quality of programs as the monitoring and evaluation device on a monthly basis.
14. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
15. Act as liaison with parents in supporting the Family Literacy component
16. Other areas as agreed upon by both parties,

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
2. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
3. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
4. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
5. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.

- A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
6. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  7. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  8. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

**And  
Club Z!**

The Sacramento City Unified School District (“District”) and the **CLUB Z!** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2012 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage CLUB Z! to develop, maintain and sustain programs that offer support services to Bowling Green Elementary School during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and CLUB Z! will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century and after school programs at Bowling Green Elementary School during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i CLUB Z! shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. CLUB Z! shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse CLUB Z! for direct services not to exceed \$205,545, (at a rate of \$6.05-6.17 per student based on 177 days) to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- Bowling Green: (85 students) \$93,790 ASES
- Bowling Green: (100 students) \$111,755 21C

The final installment shall not be invoiced by CLUB Z! or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CLUB Z! shall provide documentation of \$30,832 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, CLUB Z!, and each of CLUB Z! employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, CLUB Z! shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. CLUB Z! will also provide a written endorsement to such policy-naming District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the CLUB Z! to the District.

E. Fingerprinting Requirements. CLUB Z! agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CLUB Z! agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from July 1<sup>st</sup>, 2012, through June 30, 2013. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

G. Prohibition against Recruiting or Soliciting Students to Enroll in Supplemental Educational Services Offered by CLUB Z!.

CLUB Z! has contracted with the District to provides Supplemental Educational Services (“SES”) to District students. The term SES means:

“additional academic instruction designed to increase the academic achievement of students in low-performing schools.” These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the District and are aligned with the State of California academic content standards. Supplemental Educational Services must be provided outside of the regular school day. Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section (1116)(e)(12)(C)]

CLUB Z! and its officers, employees, contractors, volunteers and other representatives shall not recruit or solicit students to enroll in SES offered by CLUB Z! to District students *enrolled through ASES except through coordinated efforts with the District through such activities as Provider Fairs and information packets*. The phrase “recruit and solicit students” shall include, but shall not be limited to, distributing SES applications to students and/or their parents or guardians.

H. Indemnity. CLUB Z! agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney’s fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by CLUB Z! and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CLUB Z! has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney’s fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement...

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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



K. Assignment. This Agreement is made by and between CLUB Z! and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between CLUB Z! and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

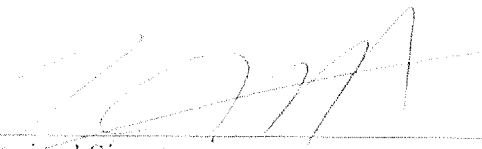
By:

Patricia Hagemeyer  
Chief Business Officer  
Sacramento City Unified School District

Date

CLUB Z!:

By:

  
Authorized Signature

Date

Print Name: Timothy Haas

Title: Director

Tim Haas - Director of Education  
Club Z Tutoring  
2513 Riparian Way #100  
Elk Grove, CA 95757

**ASP: Sacramento City USD and CLUB Z!**  
**Scope of Services**  
**Attachment A\***

---

**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize CLUB Z! in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of CLUB Z! to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, CLUB Z! site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.

**CLUB Z! shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by CLUB Z! and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. CLUB Z! will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. CLUB Z! will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **CLUB Z! shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. CLUB Z! will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The CLUB Z! shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.

14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. Provide at least one full time program manager per program that is employed until end of contract 6/30/13 and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 15% of total contract and financial support to be itemized and reported monthly to the District.
18. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
2. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
3. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
4. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1 hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
5. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.

- A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
6. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  7. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  8. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
Youth Engagement Services**

**And**

**SACRAMENTO CHINESE COMMUNITY SERVICE CENTER**

The Sacramento City Unified School District (“District”) and the **SACRAMENTO CHINESE COMMUNITY SERVICE CENTER** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2012 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to develop, maintain and sustain programs that offer support services to Camellia Basic, Caroline Wenzel, CP Huntington, Earl Warren, John Bidwell, Maple, Martin Luther King, Nicholas, Oak Ridge, Pacific Elementary Schools and California and Will C. Wood Middle Schools; and Luther Burbank, John F. Kennedy, CK McClatchy, and Hiram Johnson High Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century and after school programs at abovementioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);
- ii. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location

of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target based on 178 days, District shall reimburse SACRAMENTO CHINESE COMMUNITY SERVICE CENTER for direct services not to exceed \$1,906,625 to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- Camellia Basic: (84 students) \$84,375 ASES
- Caroline Wenzel (84 students) \$84,000 21C
- CP Huntington (84 students) \$84,000 ASES
- CP Huntington (30 students) \$30,375 21C
- Earl Warren (84 students) \$84,375 ASES
- Earl Warren (45 students) \$45,000 21C
- Earl Warren Before School Program (41 students) \$25,000 21C
- John Bidwell (84 students) \$84,375 ASES
- John Bidwell (30 students) \$ 30,375 21C
- Maple (84 students) \$84,375 ASES
- Maple (30 students) \$ 30,375 21C
- MLK (84 students) \$88, 000 ASES
- Nicholas (86 students) \$87,000 ASES
- Nicholas (86 students) \$85,000 21C
- Nicolas Before School Program (42students) \$ 25,000 21C
- Oak Ridge (92 students) \$89,000 ASES
- Pacific (86 students) \$87,000 ASES
- Pacific (61 students) \$55,000 21C
- John Still West (75 students) \$75,000 ASES
- California (111 students) \$107,000 ASES
- Will C Wood (111 students) \$107,000 ASES
- Luther Burbank \$110,000 21C ASSETs
- Hiram Johnson \$110,000 21C ASSETs
- John F. Kennedy \$110,000 21C ASSETs
- CK McClatchy \$105,000 21C ASSETs

The final installment shall not be invoiced by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall provide documentation of \$286,000 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER, and each of SACRAMENTO CHINESE COMMUNITY SERVICE CENTER employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall provide the



District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will also provide a written endorsement to such policy-naming District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to the District.

E. Fingerprinting Requirements. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from July 1<sup>st</sup>, 2012, through June 30, 2013. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

G. Indemnity. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during

the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement...

H. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

J. Assignment. This Agreement is made by and between SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

K. Entire Agreement. This Agreement constitutes the entire agreement between SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

L. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

M. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

N. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

O. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Patricia Hagemeyer  
Chief Business Officer  
Sacramento City Unified School District

**SACRAMENTO CHINESE COMMUNITY SERVICE CENTER:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ASP: Sacramento City USD and SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

### Scope of Services

#### Attachment A\*

---

##### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize SACRAMENTO CHINESE COMMUNITY SERVICE CENTER in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

##### SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Provide Before School Program at designated sites, program to operate 1.5 hours before school start.
3. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
4. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
5. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.

11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
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13. Communicate progress of project/partnership development on a timely and consistent manner to the District
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## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

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  - 20 to 1 students/staff ratio
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  - Clear program rules and expectations
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  - Prepared and ready at least 1-hour prior to start of programming.
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  - **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly

- Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
  - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
6. Provider agency and their staff will incorporate youth development principles in their programming. This may include
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    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  7. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  8. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES**

**Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
FACE: Youth Development Support Services Department  
Youth Engagement Services**

**And  
City of Sacramento, Teen Services**

The Sacramento City Unified School District (“District”) and the **City of Sacramento, TEEN SERVICES, PASSAGES Program** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on July 1<sup>st</sup>, 2012 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage City of Sacramento, PASSAGES Program to develop, maintain and sustain programs that offer support services to John Still and Sam Brannan Middle Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and PASSAGES Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs at John Still Middle and Sam Brannan Middle Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASP professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay City of Sacramento, PASSAGES Program not to exceed \$175,000 to be made in installments upon receipt of properly submitted invoices.



Breakdown:

- Sam Brannan Middle School (111 students) \$100,000
- John Still East Middle (75 students) \$75,000

The final installment shall not be invoiced by PASSAGES Program or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, PASSAGES Program shall provide documentation of \$26,250 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, City of Sacramento, Teen Services PASSAGES Program, and each of City of Sacramento, Teen Services PASSAGES Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

E. Fingerprinting Requirements. District has determined that services performed under this Agreement will result in contact with students. City of Sacramento, PASSAGES Program shall obtain fingerprinting and TB clearance for all employees before services can begin. City of Sacramento, PASSAGES Program will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from July 1<sup>st</sup>, 2012, through June 30, 2013. The District may terminate this Contract with cause upon written notice of intention to terminate for cause with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to:

City of Sacramento, Teen Services PASSAGE Program  
c/o Kim Mohler  
Recreation Superintendent  
City of Sacramento Department of Parks and Recreation  
5699 S. Land Park Drive  
Sacramento, CA 95822  
(916) 808-8378

If to: Sacramento City Unified School District  
c/o Youth Engagement Services  
Serna Center  
5735 47th Avenue, Box 767  
Sacramento, CA 95824

A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

G. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

I. Assignment. This Agreement is made by and between City of Sacramento, Teen Services PASSAGES Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

K. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

L. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

M. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

N. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

**DISTRICT:**

By: \_\_\_\_\_  
Patricia Hagemeyer  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_ Date

**CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM:**

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_ Date

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
10/4/12

## ASES: Sacramento City USD and City of Sacramento, PASSAGES Program

### Scope of Services:

#### Attachment A\*

---

#### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

#### CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. **Provide at least one full time program manager per program that is employed until end of contract 6/30/13 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 15% of total contract and financial support to be itemized and reported monthly to the District.
18. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.
9. Provide teachers to deliver after school tutoring the first hour of the program for a minimum of 10 hours per week.
10. Provide afterschool program staff with computer and telephone access.

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
2. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
3. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
4. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1-hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
5. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.

- A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
6. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  7. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  8. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

**AGREEMENT FOR SERVICES****Between****SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services  
Youth Engagement Services****And****City of Sacramento, START Program**

The Sacramento City Unified School District (“District”) and the City of Sacramento (“City”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2012 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage City’s Sacramento START Program to develop, maintain and sustain programs that offer support services to designated elementary schools, outlined in Attachment B, during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students;

WHEREAS, District and City’s Sacramento START Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century before and after school programs at designated Elementary Schools, outlined in Attachment B, during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school programs for students, and deter, tobacco, alcohol and other drug use; and

WHEREAS, the ultimate goals of the Agreement are (1) provide after school programs for school year; (2) provide at least 1:20 ratio on each school site; (3) work collaboratively with the District to provide services to students, ensure targeted attendance is achieved per school, provide and communicate other pertinent information back to the District; and (4) adhere to District protocols and policy pertaining to after school and out of school time programs.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. City’s Sacramento START Program will work with the District’s Youth Engagement Services staff in program implementation. City of Sacramento will provide direct service programming and staff the program to meet a 1:20 ratio of staff to students. City’s Sacramento START Program shall adhere to scope of services outlined in Attachment A and C for designated schools outlined in Attachment B.
- ii. City’s Sacramento START Program shall adhere to Attachment A Scope of Services; Attachment C After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);



- iii. City's SACRAMENTO START PROGRAM shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iv. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide district-level Area Specialist(s) to liaison with all participating schools. The Area Specialist(s) will work with the City of Sacramento, START Program supervisor to successfully facilitate all aspects of the after school programs, including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.
- v. District shall provide overall management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, CITY shall invoice the District not to exceed \$2,845,515.34 to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY shall provide documentation of at least 15% match of total contracted amount to the District. Pursuant to this agreement, CITY may not exceed 7.5% on administrative costs of specified school sites and zero percent on specified schools, as outlined in attachment B.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, the CITY, and each of CITY 's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

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

F. Period of Agreement. The term of this Agreement shall be from August 1<sup>st</sup>, 2012, through June 30, 2013. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

G. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

I. Assignment. This Agreement is made by and between CITY OF SACRAMENTO and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

K. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

L. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

M. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

N. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in duplicate.

**DISTRICT:**

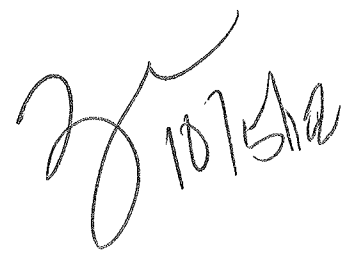
By: \_\_\_\_\_ Date \_\_\_\_\_  
Patricia A. Hagemeyer, Chief Business Officer  
Sacramento City Unified School District

**CITY OF SACRAMENTO:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Handwritten signature and date: 10/5/12

## Youth Engagement Services: Sacramento City USD and City's Sacramento START Program

### Scope of Services:

#### Attachment A\*

---

#### DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize CITY'S SACRAMENTO START PROGRAM in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the PROGRAM MANAGER of CITY'S SACRAMENTO START PROGRAM to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, CITY'S SACRAMENTO START PROGRAM site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

#### CITY'S SACRAMENTO START PROGRAM shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Provide Before School Program at designated sites, program to operate 1.5 hours before school start as applicable.
3. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by CITY'S SACRAMENTO START PROGRAM and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
4. CITY'S SACRAMENTO START PROGRAM will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
5. CITY'S SACRAMENTO START PROGRAM will provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **CITY'S SACRAMENTO START PROGRAM shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. CITY'S SACRAMENTO START PROGRAM will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The CITY'S SACRAMENTO START PROGRAM shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
- 16. Provide at least one full time program manager per program that is employed until end of contract 6/30/13 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
18. Provide annually in-kind support and direct services totaling approximately 15% of total contract and financial support to be itemized and reported monthly to the District.
19. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
20. Act as liaison with parents in supporting the Family Literacy component
21. Other areas as agreed upon by both parties.

**School Site shall:**

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.

**ASES: Sacramento City USD and City's Sacramento START Program  
Attachment B: School Site Breakdown**

School Site Breakdown: \*highlighted blue are being closely monitored to meet attendance

School	Program	Contract Amount	Attendance Based on 177 days
A. M. Winn Elementary	21C	\$20,250.00	20
Bret Harte Elementary	21C	\$35,437.50	36
CB Wire	21C	\$20,250.00	20
Elder Creek Elementary	21C	\$92,172.00	93
O. W. Erlewine Elementary	21C	\$20,250.00	20
Peter Burnett Elementary	21C	\$20,250.00	20
Tahoe Elementary	21C	\$25,312.50	25
Washington Elementary	21C	\$25,312.50	25
<b>0% of administrative cost allowed</b>		<b>\$238,984.50</b>	
A. M. Winn Elementary	ASES	\$120,712.50	98
Abraham Lincoln Elementary	ASES	\$104,062.50	85
Bret Harte Elementary	ASES	\$120,712.50	98
Clayton B. Wire Elementary	ASES	\$107,080.31	87
Elder Creek Elementary	ASES	\$262,449.79	214
Ethel Phillips Elementary	ASES	\$104,062.50	85
Fruit Ridge Elementary	ASES	\$99,900.00	81
Hollywood Park Elementary	ASES	\$94,177.26	77
Hubert H. Bancroft Elementary	ASES	\$89,910.00	73
Isador Cohen Elementary	ASES	\$104,062.50	85
James Marshall Elementary	ASES	\$104,062.50	85
Mark Twain Elementary	ASES	\$104,062.50	85
O. W. Erlewine Elementary	ASES	\$104,062.50	85
Parkway Elementary	ASES	\$115,370.63	94

Peter Burnett Elementary	ASES	\$126,123.75	103
Pony Express Elementary	ASES	\$104,062.50	85
Susan B. Anthony Elementary	ASES	\$178,571.25	145
Tahoe Elementary	ASES	\$104,062.50	85
Washington Elementary	ASES	\$104,062.50	85
<b>Up to 7.5% of administrative cost allowed</b>			
		<b>\$</b>	<b>2,251,570.48</b>
David Lubin Elementary	ASES	\$64,710.36	62
Golden Empire Elementary	ASES	\$90,000.00	85
John Cabrillo Elementary	ASES	\$90,000.00	85
Theodore Judah Elementary	ASES	\$90,000.00	85
<b>0% of administrative cost allowed</b>		<b>\$334,710.36</b>	

## Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
  - Requirements for Safety
  - Medical Protocol
  - Attendance Requirements
  - District Disciplinary Protocol
  - Field Trip Requirements etc.
2. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
  - Adequate supervision
  - 20 to 1 students/staff ratio
  - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - Clear program rules and expectations
3. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
  - Checking and answering emails and phone messages regularly
  - Issues/concerns will be communicated in a timely manner
  - Regular and clear communication with parents via newsletters, phone calls, emails etc.
  - Checking on ASP website
4. Program staff will conduct themselves in a professional manner at all times by being:
  - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
  - Prepared and ready at least 1-hour prior to start of programming.
  - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
5. In order to support academic achievement, service providers/staff should:
  - Have general knowledge of the academic standing of the students in their program.
  - Align after school programs to the regular school day
  - **Each after school program site will have their own program plan based on the needs of their students.**
  - Meet administrators and teachers regularly
  - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.



- A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
  - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
6. Provider agency and their staff will incorporate youth development principles in their programming. This may include
    - Creating opportunities for youth-led activities and service learning
    - Involving youth in the decision-making process when appropriate
    - Encouraging youth civic engagement
    - Incorporating character education
  7. 21<sup>st</sup> CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
  8. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.