



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item # 11.1a

Meeting Date: August 5, 2021

Subject: Approval/Ratification of Grants, Entitlements, and Other Income Agreements
Approval/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: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment

<p>Estimated Time of Presentation: N/A Submitted by: Rose Ramos, Chief Business Officer Jessica Sulli, Contract Specialist Approved by: Jorge A. Aguilar, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
Sacramento County Office of Education A22-00002	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$1,220,248 No Match
<p>7/1/20 – 12/31/21: Adult Education Block Grant. Funds apportioned for the program must be used for the following: programs in elementary and secondary basic skills; programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation; programs for adults that are primarily related to entry or reentry into the workforce; programs for adults that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically; programs for adults with disabilities; programs in career technical education that are short term in nature and have high employment potential; and programs offering pre-apprenticeship training activities.</p> <p>SCOE will act as fiscal agent in the distribution and monitoring of these funds pursuant to the Capital Adult Education Regional Consortium Governance and Fiscal Allocation Plans, AB 104, and Education Code §84913.</p>		

<u>CHILD DEVELOPMENT</u>		
Sacramento Employment and Training Agency (SETA) A22-00003	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$880,624 (ARP) \$225,032 (CRRSA) No Match
<p>4/1/21 – 3/31/23: Head Start 2021 American Rescue Plan (ARP) & Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act Supplemental Funds were awarded to the District based on Head Start enrollment for use toward COVID-related costs. The District serves 736 Head Start children within part-day preschool and full-day Children’s Centers.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
Sata Collaborates, LLC SA21-00292	<p>2/15/21 – 12/31/21: Approval is requested to extend and increase the consulting agreement with Sata Collaborates. Contract will be extended from 8/15/21 to 12/31/21 with an increase of \$40,000. The new not-to-exceed amount will be \$141,400. Contractor will provide facility consulting services for the following projects:</p> <ul style="list-style-type: none"> • Facility Master Plan • HVAC/Air Filters Assessment 	Original Amount: \$101,400 Increase: \$40,000 Measure Q (\$20,000) COVID Relief Funds (\$20,000)
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		New Total: \$141,400

CONTINUOUS IMPROVEMENT & ACCOUNTABILITY

Choose College
Educational
Foundation
SA22-00057

7/1/21 – 6/30/22: Ratification is requested for agreement to provide organizational development and capacity-building support for the District's African American Advisory Board.

\$175,000
COVID Relief
Funds

New Contract:

Yes

No

At just about 16% of the total District student population, Black/African American students represent the highest percentage of students receiving special needs services, not meeting State or Federal academic standards proficiency levels, the highest suspension rates, the lowest graduation rates, and the lowest A-G attainment rates.

To address these disparities, in September 2019, Superintendent Aguilar assembled a voluntary, 16-member African American Achievement Task Force (AATF). The AATF, with professional facilitation support, proposed thirteen recommendations aligned with existing District accountability metrics. These recommendations were presented and approved by the Board of Education in December 2019. Since then and to actualize the intention of the approved recommendations, the AATF has evolved into a transition work group, an interim advisory group and most recently has established itself as an Advisory Board with 33 members and an active Executive Committee.

As the African American Advisory Board (AAAB) continues to establish itself, it has been noted by several Board members that as volunteers and mostly parents and community lay people, that there is a steep learning curve and many variables to consider as they strive to become a high-functioning and effective advocacy body. The most critical variables that stand as potential barriers to the AAAB meeting its stated mission and stated goals are:

1. A comprehensive implementation plan of action for approved recommendations
2. Sufficient time to continue to build the AAAB's organizational structure, develop an implementation plan of action and represent the AAAB's interests in District sponsored committees and
3. Continued District staff and facilitation support on a regular and consistent basis.

Dr. Robyn Fisher of the Choose College Educational Foundation brings extensive experience working with California school district teams on building and sustaining systems of support to accelerate student achievement for all students and particularly African American students. The long-run goal is creating a plan which will improve grade level readiness, attendance and graduation rates and reduce the behaviors that lead to suspension.

COMMUNICATIONS

Uptown Studios
Inc.
SA21-00437

5/28/21 – 8/31/22: Ratification of agreement is requested. Uptown Studios Inc. will provide marketing and advertising services for the District’s vaccination awareness campaign as the District navigates COVID and post-COVID issues. The services include: distribution of vaccination materials such as posters and postcards; outdoor advertising including digital billboard placement along major highways throughout Sacramento; social media management and advertising on platforms such as Facebook, Instagram, Twitter and TikTok; and outreach events and research that will be conducted through pop-up venues and special events. Outreach will be targeted towards youth leadership groups throughout Sacramento, data will be gathered by age groups of students within the District in addition to a 90 minute focus group with students.

\$114,500
COVID Relief
Funds

New Contract:
 Yes
 No

The campaign will include both electronic communications and advertisements to all students and families throughout the District as well as opportunities to participate in contests in an effort to promote vaccination awareness.

HUMAN RESOURCES

Emics, Inc. dba
InformedK12
SA21-00162 &
SA22-00020

12/1/20 – 6/30/22: Ratification of agreement is requested. After an investigation, demonstration and consultation with other Districts in the area, the Human Resources department selected InformedK12 to help manage the District’s online forms by contracting with them for a 10 process (form) software license. InformedK12 is a proven leader in educational form management. They have helped other districts to find their way out from under a paper-driven, under-tracked, and less than transparent form system to a paperless, fully tracked and transparent system. Since December of 2020 InformedK12’s software has been used for 10 processes (forms) ranging from the District’s Annual Notification, to tracking return plans for staff, to seeking out availability of District SPED staff for catching up on IEP assessments.

\$253,062
COVID Relief
Funds

New Contract:
 Yes
 No

With the success of our endeavors with the limited license, the District has elected to upgrade to the unlimited, ‘All Department’ license to continue our work of putting hundreds of forms online. Through the licensing agreement the District will be able to use InformedK12’s resources to convert our many forms from PDF format to an online format that will allow us to attach workflow and transparent tracking to the processing of each form. For example, the District plans to launch a completely online per diem system in the near future and will convert our paper-driven onboarding process to a paperless online system by the fall which would not be possible without the use of this software.

InformedK12 has internal monitoring and metrics, as well as in the moment reporting, that will allow us to see how effective our form processes are and will allow transparency that has not been possible before.

SUSAN B. ANTHONY ELEMENTARY

Fathom Technologies, LLC dba Fathom Reads SA21-00411 6/30/21 - 6/30/23: Ratification of agreement to add Hmong language text and audio narration to Fathom Reads' 52 Core Knowledge History and Geography ebooks. \$292,778 SIG Funds

New Contract:
 Yes
 No

After inquiring with the following publishing companies: Wonders, Benchmark Advance, Houghton Mifflin, Envision, Fathom Reads, and various independent contractors regarding translating core materials into the Hmong language for the Hmong Immersion program at Susan B. Anthony, Fathom Reads was the only publishing company willing to invest in translating the materials into Hmong.

Fathom Reads will translate 24 grade K-2 and 28 grade 3-6 Core Knowledge history and geography books for a total of 52 Core Knowledge books into Hmong for the Hmong Dual Immersion program at Susan B. Anthony Elementary. The Hmong Dual Language scholars will receive both physical, classroom books, and a lifetime subscription for online book access to text of the target language in their grade levels.

Translating these materials will provide Hmong Immersion scholars equitable access to text aligned grade-level appropriate content in the Hmong language and strengthen the use of their target language for long term success.

There are no known translated core materials available in the Hmong language to purchase for use anywhere in the world, so the need for these materials is critical to the equity and success of the Hmong Immersion Program at Susan B. Anthony. The impact and effectiveness of the Hmong translated text will be measured through Avant online language test for 6th grade scholars, district assessments, iReady, and Common Core state testing.

YOUTH DEVELOPMENT

Expanded Learning Summer Program 2020/21 6/28/21 – 7/30/21: Eight providers will develop, maintain and sustain expanded learning summer programming for the 2020/21 school year. All services will be provided in person and include the following restorative practices: Focus on Relationships; Addressing Mental Health; Connecting with Families and Communities; and High Dosage Tutoring. Summer 2021 Programs also include youth employment, collaboration and arts based enrichment and were planned to accelerate classroom learning. \$1,946,881 ASES Funds (\$33,749) COVID Relief Funds (\$1,913,132)

2020/21 Summer Expanded Learning Contracts	
Boys & Girls Club of Greater Sacramento, SA21-00442 Summer Sites served: Edward Kemble and Ethel I. Baker	\$88,664 COVID Relief Funds
Center for Fathers and Families, SA21-00441 Summer Sites served: HW Harkness, New Joseph Bonnheim, and Oak Ridge	\$132,383 COVID Relief Funds
City of Sacramento, SA21-00467 Summer Site served: Sam Brannan	\$33,749 ASES Funds
Leaders of Tomorrow, SA21-00444 Summer Site served: John Sloat	\$44,160 COVID Relief Funds

Roberts Family Development Center, SA21-00449 Summer Site served: Leataata Floyd	\$230,198 COVID Relief Funds
Rose Family Creative Empowerment Center, SA21-00440 Summer Sites served: John Still, Parkway, and Susan B. Anthony	\$291,687 COVID Relief Funds
Sacramento Chinese Community Service Center, SA21-00448 Sites served: Abraham Lincoln, Albert Einstein, Bowling Green, California, Camellia, Caroline Wenzel, Cesar Chavez, Elder Creek, Ethel Phillips, Fern Bacon, Golden Empire, John Cabrillo, Nicholas, O.W. Erlewine, Pacific, Pony Express, Tahoe, Washington, Will C. Wood, William Land, Woodbine	\$1,066,430 COVID Relief Funds
Target Excellence, SA21-00443 Summer Sites served: James Marshall and Rosa Parks	\$59,605 COVID Relief Funds

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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CONTINUOUS IMPROVEMENT & ACCOUNTABILITY

The College Board SA22-00066	7/1/21 – 6/30/22: Administration of PSAT and SAT School Day programs. The PSAT Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age. The PSAT will be administered to all students in the 8th, 9th and 10th grades. The SAT School Day Program includes administration of the SAT exam during a school day for all 11th grade students in the District. Prior to the exams students have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Other services include Student Online Score Report, School online access to individual student score reports and aggregate score reports, and downloadable student data file.	\$188,403 LCFF Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Accelerate Education SA22-00068	7/21/21 – 7/21/22: Renewal of agreement for online learning curriculum and enrolled user licenses for high school credit recovery courses. 1200 seats will be available for high school students who are participating in credit recovery coursework while working towards graduation. This program targets at-risk students in danger of not completing coursework for high school graduation. Services with Accelerate Education (AE) began in 2016/17 after vendor was selected from among seven respondents in a competitive process. Stakeholders at all levels were involved in the review process including students, teachers, administrators, the Curriculum Office, and the Superintendent's cabinet. Staff have opted to renew again due to the success of the AE program. The District's per student rate for online course completion has increased each year since beginning AE, with an all-time high of 4000 course completions in 2018/19, half of which were yielded by seniors who relied on those courses to recover credits needed for graduation. AE has also been extremely flexible and accommodating, significantly changing their platform each year to meet the District's needs. For example, AE developed hybrid online science courses with virtual labs, including obtaining A-G approval of the courses, at the District's request and with no extra charge. Seniors at all five comprehensive high schools and multiple small and alternative high schools relied on those online lab science courses to graduate this past June.	\$269,850 General Fund (\$25,000) LCFF Funds (\$244,850)
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
Susan B Anthony Elementary; Ethel I. Baker Elementary; John Sloat Elementary; Phoebe Hearst Elementary; School of Engineering & Science	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17545 provides that the governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. The District may choose to conduct any sale of personal property authorized under this section by means of a public auction.
TOTAL VALUE	STATUS: The District has 130 Chromebooks, 18 laptops, 34 monitors, 9 printers, 72 desktop computers, 3 televisions and 3 projectors which are not repairable nor useable.
\$0.00	
DISPOSAL METHOD	RECOMMENDATION: It is recommended that the Board of Education approve the disposal of the listed items per Education Code section 17546.
Salvage	

Memorandum of Understanding (MOU) # 21-G-SC
Between
Sacramento County Office of Education (SCOE)
and
Sacramento City Unified School District

Term of Agreement – July 1, 2021 through June 30, 2024

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent and program manager (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE) and Sacramento City Unified School District. Sacramento City Unified School District and SCOE hereby agree to the following terms of this MOU. Sacramento City Unified School District is a member of CAERC. Sacramento City Unified School District hereinafter is referred to as “CAERC Member.”

II. Background

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor’s Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB 86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013 to December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16, 2016-17 and 2017-18 State Budgets included \$500 million in new funding for seven authorized adult education program areas. On February 22, 2018, the CCCCCO and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2018-19 and 2019-20. AEBG Office issued preliminary allocation schedule, which included a proposed increase in funding at \$20.5 million. The January 2018 Governor’s Proposed Budget language categorized AEBG as the “ongoing proposition 98 General Fund”.

California Adult Education Program

On July 1, 2019, the name change came into effect from Adult Education Block Grant to California Adult Education Program (CAEP) as defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9 [84900 – 84920].

Program and Fiscal Year 2020-21

For fiscal year 2020-21, the California Adult Education Program Office allocated a total of \$11,986,773 to the Capital Adult Education Regional Consortium. This allocation was locally designated as Fund F.

Program and Fiscal Year 2021-22

For fiscal year 2021-22, the California Adult Education Program Office allocated a total of \$12,166,565 to the Capital Adult Education Regional Consortium. This allocation is locally designated as Fund G.

Education Code [84914](#) guides the allocation process for all members as follows.

84914.

(a) As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule that includes both of the following:

(1) The amount of funds to be distributed to each member of the consortium for that fiscal year.

(2) A narrative justifying how the planned allocations are consistent with the adult education plan.

(b)

(1) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

(2) For any year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

(c) A distribution schedule shall also include preliminary projections of the amount of funds that would be distributed to each member of the consortium in each of the subsequent two fiscal years. The preliminary projections shall not constitute a binding commitment of funds.

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 14 members: 11 K-12 school districts, 2 county offices of education, and the Los Rios Community College District representing 4 colleges. Members opt in to receiving funds through a base allocation to provide instruction in any of the seven authorized program areas, in accordance with the regional plan. Members collaborate with multiple regional partners to provide support services to the adult learners. SCOE acts as a fiscal agent and a program manager for the consortium.

Funds are allocated at the consortium-level for activities to strengthen the region and to coordinate the financial aspects of the consortium. Regional strategies in the Annual Plan for 2021-22 will also include plans to address the re-opening and growing of programs after the COVID-19 pandemic. . SCOE-CAERC Program/Fiscal PY 2021-22 budget consists of staff salaries and other associated expenses, for the following services:

- Facilitating and carrying out consortium business and working meetings
- Facilitating and carrying out the work defined by regional strategies
- Facilitating annual and strategic planning processes
- Leveraging regional resources and activities for the benefit of the adult learners
- Carrying out administrative work in support of the overall activities
- CAERC fiscal at 1% of the overall allocation to maintain the following services:
 - Processing member allocations and, if applicable, re-allocations of member funds
 - Hosting quarterly fiscal meetings with district fiscal staff and member representatives
 - Disseminating state updates pertaining to CAEP funds
 - Reviewing quarterly budget and expenditure reports
 - Compiling and storing fiscal data files from members
 - Providing technical assistance with budget, expenses and other reports as required by the State.

III. Role of SCOE and CAERC Member

Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Shared Fiscal and Budget Agreement Policy (amended February 3, 2021), AB 104, and California Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Shared Fiscal and Budget Agreement Policy (amended February 3, 2021). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and program information to the consortium, and learner performance data to the CAEP Office as specified in AB 104, Education Code and any associated CAEP guidelines.

Role of Both Parties

Both parties will work together to comply with CAEP reporting requirements. CAEP requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's Annual Plan, and adhere to the expenditure guidelines outlined in the the *CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds*

IV. SCOE Responsibilities

As the CAERC fiscal agent, SCOE will process expenses and expenditure contracts, as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2021-22 Annual Plan and Three-Year Consortium Plan for 2019-2022.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE's receipt of CAEP funds from the California Department of Education and California Community College Chancellor's Office, in accordance to Education Code 84912, SCOE will distribute monthly payments to CAERC members.
2. Starting in 2017, the CAEP Office has been developing - in multiple phases - a new online fiscal reporting system, NOVA, through which CAERC members submit budget and expenditure information directly to the CAEP Office. SCOE will continue to provide member training and support with the reporting system. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
3. SCOE will facilitate members' reporting of program-area expenditures for their respective allocations within the consortium.
4. SCOE will compile and report to CAEP any additional qualitative and quantitative consortium-level data, as needed.
5. SCOE will carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

V. CAERC Member Responsibilities

To enable SCOE's reporting to the CAEP Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104/CAEP information necessary for the successful completion of AB104/CAEP mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC's Annual Plan, adhere to the expenditure guidelines outlined in the *AB 104/CAEP CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds*, and follow other guidelines established by the CAEP Office. In addition, all CAERC Members will adhere to CAERC-approved policies related to fiscal, program and governance procedures.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the CAEP program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

Subject to [84914](#).b.2, in exchange for a minimum of **\$1,220,248** CAERC Member will:

1. Submit expenditure information.
 - a. Report member expenditures into NOVA as per dates set by the CAEP Office.
 - b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in **Exhibit A, Shared Fiscal and Budget Agreement Policy**, attached and incorporated herein.
 - c. Member has until December 31, 2022 to spend the funds.
 - d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the reports as required by the CAEP Office.
 - e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2021-22 or the maximum set forth by the CAEP Office.
2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems and as specified by the CAEP Office.
3. Conduct professional development activities.
 - a. A minimum of \$5,000 per year is included in the CAERC Member total allocation for Fund G to cover professional development activities.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
 - b. Members may be asked to be responsible for the logistics and cost of hosting consortium meetings and professional development events at their locations.

4. Develop regional partnerships and the CAERC Network of Transition Navigators.
 - a. A minimum of \$35,000 per year is included in the CAERC Member total allocation for Fund G to cover Transition Navigator network activities and funding.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Increase K-12 Adult Education Transition to Workforce and Postsecondary.
5. Submit other data as required by AB 104/CAEP guidelines.
6. Submit reports and questions to the CAERC Office by email: caercsubmit@scoe.net
7. Follow Annual Plan General Assurances:
 - a. Participate in planning processes (Annual Plan, Three-Year Plan).
 - b. Spend funds within the CAEP program areas.
 - c. Participate in public meetings and decision-making.
 - d. Report student data in CASAS TOPSpro Enterprise.
 - e. Share information on other resources being used to serve adults.
 - f. Share financial expenditure and progress reports with the regional consortium.
 - g. Provide services that address the needs identified in the adult education plan.

VI. Term

This MOU Agreement shall be effective July 1, 2021 and ending on June 30, 2024. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the *CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds* or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

VII. Privacy

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

IX. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation, the State budget or health and safety guidelines related to infectious disease outbreak occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

X. Independent Agents

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

XI. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

XIII. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Nancy Herota, Deputy Superintendent
Sacramento County Office of Education

Signature

Date

CAERC Member
Sacramento City Unified School District

Signature

Date

Authorized Sacramento City Unified School
District Representative

Signature

Printed Name

Title

Date

SHARED FISCAL AND BUDGET AGREEMENT POLICY FOR CAPITAL ADULT EDUCATION REGIONAL CONSORTIUM

(Adopted July 13, 2016, Amended January 10, 2018, Amended FEBRUARY 3, 2021)

This document guides the fiscal and budget responsibility of the members that opt into receiving funding, and thus running authorized education programs, under the California Adult Education Program, CAEP, [Education Code, Sections 84900-84920] within the Capital Adult Education Regional Consortium.

Shared Fiscal Agreement

- a) Fund A (2015-16 allocation): Members will spend funds by December 2016.
- b) Fund B: Members will spend funds by December 2017.
- c) Fund C and subsequent annual apportionments: Members will spend funds within 18 months of the start of the fiscal cycle of the year it was first allocated.

Shared Budget Agreement

- a) CAERC Budget Workgroup meetings are mandatory for members. (Minimum one representative; Fiscal representatives are recommended to attend with program leads.)
- b) From 2017 to 2019 the CAEP Office developed - in multiple phases - a new online fiscal reporting system, NOVA, through which CAERC members submit budget and expenditure information directly to the CAEP Office. SCOE will continue to provide member training and support with the reporting system. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
- c) For each CAEP fund, members will submit a budget and spending plan, as well as expenditure reports, approved/signed/certified by an officially-designated member, and the Chief Financial Officer or designee. Member will submit budget and spending plan for the fiscal year. Member will submit expenditure reports quarterly as mandated by the CAEP Office.
- d) Consortium will review and monitor member expenditure progress based on submitted CAEP expenditures and progress reports, supported by budget ledgers. Updates will be provided at the CAERC Budget Workgroup meetings.

CAERC Budget Allocation Process

1. For each CAEP Fund annual allocation from the state, CAERC first determines the cost for services as a **Program Manager and Fiscal Agent**. This consortium-level annual budget consists of staff salaries and other associated expenses, for the following services:
 - 1.1. Facilitating and carrying out consortium business and working meetings
 - 1.2. Facilitating and carrying out the work defined by members under annual regional strategies
 - 1.3. Facilitating annual and strategic planning processes
 - 1.4. Leveraging regional resources and activities for the benefit of the adult learners
 - 1.5. Carrying out administrative work in support of the overall activities
 - 1.6. SCOE/CAERC fiscal at 1% of the overall allocation to maintain the following services:
 - 1.6.1. Processing member allocations and, if applicable, reallocations of member funds
 - 1.6.2. Hosting quarterly fiscal meetings with district fiscal staff and member representatives
 - 1.6.3. Disseminating state policy and process updates pertaining to CAEP funds
 - 1.6.4. Reviewing quarterly budget and expenditure reports
 - 1.6.5. Compiling and storing fiscal data files from members
 - 1.6.6. Providing technical assistance with budget, expenses and other reports as required by the state.
2. For each CAEP Fund annual allocation from the state, the members receive the **base allocation** from the previous year. Education Code 84914 guides the allocation process for all members as follows.

- (a) As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule that includes both of the following:
 - (1) The amount of funds to be distributed to each member of the consortium for that fiscal year.
 - (2) A narrative justifying how the planned allocations are consistent with the adult education plan.
- (b)
 - (1) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be **equal to or greater than** the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:
 - (A) The member no longer wishes to provide services consistent with the adult education plan.
 - (B) The member cannot provide services that address the needs identified in the adult education plan.
 - (C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements
 - (2) For any year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium **shall not be reduced by a percentage greater than** the percentage by which the total amount of funds allocated to the consortium decreased.

3. For each CAEP Fund annual allocation from the state, the members may **opt in or opt out of receiving one-time additional** allocations and reallocations of funds as described in the section titled "Reallocation of Unspent Funds Policy"

Reallocation of Unspent Funds Policy

(Adopted November 4, 2016, Amended May 10, 2017, Amended FEBRUARY 3, 2021)

The Capital Adult Education Regional Consortium (CAERC) will take a dual-tiered approach to reallocate unspent funds:

Tier 1: Consortium-Level Unspent Funds

1. Identify funded strategies that can benefit from an increased allocation and reallocate unspent funds.
2. Identify unfunded strategies that can be funded and reallocate unspent funds.
3. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).

Tier 2: Remaining Consortium-Level Unspent Funds and Member-Level Unspent Funds

1. Members who have spent down 100% of their consortium allocation will be eligible for the reallocation funds.
2. Eligible members may opt in or opt out of accepting reallocation funds.
3. Distribution will be based on CAERC's 2015-16 allocation funding formula in proportionate to percentage received with the number of members who opt in.
4. Opt in members can elect to accept funds in full amount or partial amount based on CAERC's 2015-16 allocation funding formula
5. Reallocated funds must be spent as stated in the original Memorandum of Understanding (MOU).
6. Members must return unspent funds within 30 days of notice.
7. The consortium will not distribute reallocation funds until all unspent funds are returned.
8. Members who have not returned unspent funds will have all future allocations withheld by the consortium, until funds are received.

Progressive Permanent Reallocation

1. Progressive reallocation will not apply in years with **extenuating circumstances** – as agreed by all members.
2. **First time:** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - 2.1. Unspent funds will return back to the consortium to be reallocated and member will be held harmless.
3. **Second time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - 3.1. Unspent funds will return back to the consortium to be reallocated.
 - 3.2. The member's future consortium allocation will be reduced by 10% permanently.
 - 3.2.1. Members must be in "good standing" to be eligible for additional new CAEP funds (e.g., unspent funds from other CAERC members, or if it becomes available - unspent funds from other CAEP consortia to be reallocated to consortia that have spent down).
 - 3.2.2. All Members will be eligible for Cost of Living Adjustment - COLA.
4. **Third time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - 4.1. Unspent funds will return back to the consortium to be reallocated.
 - 4.2. The member's future consortium allocation will be progressively reduced by an additional 10% permanently.
5. **Subsequent times:**
 - 5.1. Unspent funds will be reallocated.
 - 5.2. The member's consortium allocation will be progressively reduced by an additional 10% permanently.
6. If **additional new funds** are available, member can petition to be reinstated after being in "good standing – spent consortium allocation within designated year" minimum of 2 consecutive years.

CAERC Budget Voting Requirements Policy

(Adopted September, 7, 2016, Amended May 10, 2017, Amended FEBRUARY 3, 2021)

A recommendation from the Budget Workgroup followed by a vote from the officially-designated members is required under the following conditions:

- CAERC consortium-level expenditures exceeding 10% of the approved budget for Regional Strategies over \$100,000.
- CAERC consortium-level expenditures over \$10,000 with a minimum of \$5,000 for Regional Strategies less than \$100,000.
- A Request for Bids (RFB) is required for consortium-level expenditures exceeding \$100,000.

Consortium Regional Staff Policy

(Adopted May 4, 2016, Amended FEBRUARY 3, 2021)

Staff Positions

The Consortium Regional Staff is inclusive of the following positions to support the consortium regional work: Director (1)

- Coordinator (1)
- Administrative Assistant (1)
- Fiscal Agent
- Other positions first approved by the fiscal agent as the hiring entity, and based on recommendations by the officially-designated members

Hiring

Representation of the consortium membership is essential during the hiring of the consortium staff. To ensure this, the interview panel for the hiring of the consortium Director position will consist of:

- Minimum of one Leadership Oversight Panel member;
- CAERC Co-chairs (one representing Los Rios Community College District and one representing K-12 districts/county office of education); and
- Minimum of one officially-designated member. The member participating in the hiring process will be chosen through a nomination process and confirmed by majority of officially-designated members.

The interview panel for the hiring of other consortium staff positions will consist of:

- Minimum of one CAERC Co-chair (1 representing Los Rios Community College District or 1 representing K-12 districts/county office of education);
- Consortium Director; and
- Minimum of one officially-designated member. The member participating in the hiring process will be chosen through a nomination process and confirmed by majority of officially-designated members.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
CONSULTING SERVICES AGREEMENT**

Amendment No. 1

Effective as of August 5, 2021, Consulting Services Agreement ("Agreement") between Sacramento City Unified School District ("District") and Sata Collaborates, LLC ("Consultant"), dated February 15, 2021 is hereby amended as follows:

3. Term. This Agreement shall begin on February 15, 2021 and terminate on December 31, 2021. There shall be no extension of the Agreement without express written consent of all parties.

All other terms and conditions of the Agreement remain unchanged.

Executed at Sacramento, California and San Francisco, California, on the date and year first written above.

DISTRICT:

Rose Ramos
Chief Business Officer

Date

CONSULTANT:

Sata Collaborates, LLC

Date

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made and entered into effective February 15, 2021 by and between the Sacramento City Unified School District ("District") and Sata Collaborates, LLC ("Consultant").

1. Consulting Services. Consultant agrees to provide District consulting services regarding the District's Capital Bond Program, Monitor/Compliance, and Green Initiatives. Consultant's services are limited to his role as an advisor to the District. Consultant follows his own methods in rendering advisory services. The District does not control the manner in which the Consultant renders his advisory services. Evaluation of staff will remain with the District. The parties anticipate that Consultant will provide these services for no more than three workdays per week.
2. Consultant Qualifications. Consultant represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform the Agreement.
3. Term. This Agreement shall begin on February 15, 2021 and terminate on August 15, 2021, 6 months from date of commencement of this Agreement. There shall be no extension of the Agreement without express written consent of all parties.
4. Compensation. Consultant shall be compensated as a rate of \$16,900 per month or \$1,300 per day as a consultant, through the term of this Agreement pursuant to paragraph three above. A day will be considered an eight-hour period, inclusive of meals, breaks, travel, etc. Consultant will not exceed three days of work per week. Consultant will not receive fringe benefits except that he will be reimbursed at the rate of per diem meals and for mileage in accordance with the District's reimbursement policy in connection with his scope of work.
5. Payment. Checks will be made payable to Sata Collaborates, LLC. Payments shall be limited to amount written in this paragraph, exclusive of reimbursable expenses. District agrees to pay Consultant within thirty (30) days of receipt of a detailed invoice.
6. Incidental Expense. Consultant shall be reimbursed for all expenses. Receipts will be provided for public transportation and lodging costs. Personal car reimbursement will be at the IRS allowable rate (currently \$.56 per mile) and meals will be reimbursed at a per diem rate of \$60 for each day on site. No reimbursements will be made for off-site work.
7. California Residency. Consultant shall complete and attach IRS Form W-9.
8. Conflict of Interest. Consultant does not have, or anticipate having, any interest in real property, investments, business interests in or income from sources which would provide Consultant or his spouse with personal financial gain as a result of any recommendation, advice or any other action taken by Consultant during the rendition of services under this Agreement.

9. Termination of Agreement. Either District or Consultant may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Consultant shall be paid for satisfactory work performed prior to the date of termination. The District may then proceed with the work in any manner the District deems appropriate.
10. Indemnity. The Consultant shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (included, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of the contract (including, but not limited to) the Consultant's use of the site; the Consultant's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Consultant or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
11. Worker's Compensation Insurance. Consultant agrees to provide all necessary workers' compensation insurance of Consultant's employees, if any, at Consultant's own cost and expense.
12. Taxes. Consultant agrees that Consultant has no entitlement or any future work from the District or to any employment or fringe benefits from the District. Payments to the Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.
13. Assignment. The Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
15. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court of California.

17. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.
18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the person who gives notice.

District:
Sacramento City Unified School District
Rose Ramos, Chief Business Officer
5735 47th Avenue
Sacramento, CA 95824

Consultant:
Dr. Leigh T. Sata, AIA
Sata Collaborates, LLC
333 Beale Street, Unit 8i
San Francisco, CA 94105

19. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Consultant's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Consultant agrees to comply with applicable federal and California laws.
20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do so shall constitute material breach.
21. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, not explained or supplemented by evidence of consistent additional terms.
22. Execution of Other Documents. The parties to the Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
23. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

24. Board Approval. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California and San Francisco, CA, on the date and year first written above.

DISTRICT:

DocuSigned by:
Rose Ramos
CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

2/12/2021

Date

CONSULTANT:

DocuSigned by:
LEIGH T. SATA
B6A272380B7342A...

Sata Collaborates, LLC

2/12/2021

Date

SERVICES AGREEMENT

Date: July 1, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Choose College Educational Foundation, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide organizational development and capacity-building support for the District's African American Advisory Board (AAAB) ("Services") including:

Proposed Activities & Deliverables	Fee	Timeline
<p>Task 1: Facilitation Support: up to 4 Facilitators will:</p> <ul style="list-style-type: none"> meet with and provide support to AAAB Committees to complete the AAAB by-laws (by August 2021) assist the Executive Committee with pre-meeting planning and post-meeting debriefing and support (July – December 2021) attend and support with facilitation and advisement as needed and requested during quarterly AAAB meetings (July 2021 – June 2022) 	<p>Up to 4 Facilitators @ \$1125 per month x 10 months = \$45,000</p> <p>Task 1 Subtotal: \$45,000</p>	<p>July 1, 2021 – May, 2022</p>
<p>Task 2: Development and Stakeholder Vetting Process of an AAAB Recommendations Implementation Plan</p>	<p>1. Implementation Plan Development</p>	<p>July 1, 2021- December 2021</p>

<p>– (includes researching, drafting, editing, vetting, revising, publication, file sharing system, progress monitoring aligned with District accountability reports)</p>	<ul style="list-style-type: none"> • Up to 300 hours @\$160 per total personnel hours = \$48,000 <p>2. Planning and Facilitation of Implementation Subcommittee Meetings</p> <ul style="list-style-type: none"> • Up to (6) meetings @ \$700 per meeting = \$4,200 <p>3. Planning and Facilitation of Community Stakeholder Meetings</p> <ul style="list-style-type: none"> • Up to (4) meetings @ \$700 per meeting = \$2,800 <p>Task 2: Subtotal = \$55,000</p>	
<p>Task 3: AAAB Sponsored Programmatic Elements (including but not limited to – guest speakers, marketing and promotion, participant meals; professional development fees; videographers – documentarians; etc.)</p> <ul style="list-style-type: none"> • (Up to 6) Community Stakeholder Learning Sessions • (Up to 4) Community Engagement Activities • (1) Culminating District-wide Student/Family Acknowledgement Event 	<p>1. Planning and facilitation of AAAB Learning Sessions</p> <ul style="list-style-type: none"> • Up to (6) @ \$750 per session = \$4,500 <p>2. AAAB Community Engagement Activities</p> <ul style="list-style-type: none"> • Up to (4) @ \$5,000 per activity = \$20,000 <p>3. Culminating District-wide Student Family Acknowledgement Event/Video Production = \$50,500</p> <p>Task 3: Subtotal = \$75,000</p>	<p>September 2021 – June 2022</p>

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2021, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees as per table above. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Malinda Chambers, Administrative Assistant, Office of the Deputy Superintendent, at Malinda-chambers@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from

another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Dr. Robyn Fisher
Choose College Educational Foundation
22568 Mission Blvd Ste 517
Hayward, CA 94541

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

**CHOOSE COLLEGE
EDUCATIONAL FOUNDATION**

By: _____
Rose Ramos
Chief Business Officer

By: *Robyn Fisher* _____
Dr. Robyn Fisher
CEO

Date

July 2, 2021

Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Robyn Fisher

Dr. Robyn Fisher, CEO

July 2, 2021

Date



SERVICES AGREEMENT

Date: May 28, 2021 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Uptown Studios, Inc. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

1. Distribute Vaccination Materials (\$5,000)

Distribute vaccination posters on community bulletin boards and distribute postcards at targeted grocery stores and neighborhoods, July – September 2021 and January – June 2022. Does not include printing of materials.

2. Outdoor Advertising (\$11,500/mo. x 3)

Digital billboard placement along major highways throughout Sacramento, July – September 2021.

3. Social Media Management and Ad Buys (\$5,000/mo. x 12)

- Create social Selfie contest
- Instagram takeover by students
- Social media training for students
- Have students create vax videos for their own channels on TikTok
- Engage with Youth Media team



- Includes paid ads \$500/mo.
- Create at least five posts per week for Facebook, Twitter, and Instagram promoting vaccination campaign

4. Outreach Events/Research (\$1,250/mo. x 12)

- Design pop up venue to take to events
- Create an outreach and partnership campaign with 25 community-based organizations (CBOs) to be determined. As a partner they will be asked to share information with their constituents/clients about vaccination and share the marketing materials
- Outreach to other student leadership groups throughout the city
- Focus groups with students – 1 focus group for 90 minutes

ARTICLE 2. TERM.

This Agreement shall commence on May 28, 2021, and continue through completion of services, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: Fees per scope above. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Fourteen Thousand, Five Hundred Dollars (\$114,500).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Erika Zavaleta, Administrative Assistant, Student Support, at erika-zavaleta@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.



As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any



damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:



District:
Sacramento City Unified School District
Attn: Jessica Sulli, Contracts
PO Box 246870
Sacramento CA 95824-6870

Contractor:
Uptown Studios, Inc.
PO Box 189473
Sacramento, CA 95818

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.



ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

UPTOWN STUDIOS, INC.

DocuSigned by:
Rose Ramos
By: CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

Tina Reynolds
By: _____
Tina Reynolds
CEO

07/02/2021

Date

6/18/2021

Date

**EXHIBIT A****CONTRACTOR CERTIFICATION of COMPLIANCE**

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

A handwritten signature in black ink that reads "Tina Reynolds". The signature is written in a cursive, flowing style.

Tina Reynolds, CEO

Date June 16, 2021

WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this “Agreement”) is made effective as of June 30, 2021, by and between Susan B. Anthony Elementary (hereinafter referred to as “SCHOOL”) and Fathom Technologies, LLC dba Fathom Reads (hereinafter referred to as “CONTRACTOR”) in this Agreement, wherein SCHOOL is the party who is contracting to receive the services and CONTRACTOR is the party who will be providing the services.

1. **DESCRIPTION OF SERVICES.** Beginning upon signing by both Parties, CONTRACTOR will have the sole right to control and direct the means, manner, and method by which it will provide the following services, (collectively, the “Services”) as needed by SCHOOL:
 - A. Add Hmong language text and audio narration to the 52 Core Knowledge History and Geography (CKHG) ebooks as shown in Appendix A, which are currently live on the Fathom Reads digital platform.
 - (1) Sub-contract and manage Hmong translation
 - (2) Sub-contract and manage Hmong audio narration
 - (3) Create the Hmong ebooks from the translations and narrations
 - B. Provide lifetime, unlimited, simultaneous, school-wide and home access for the use of SCHOOLS’s staff, teachers, students, and their families to the 52 CKHG ebooks in the two current languages, English and Spanish and any languages that may become available in the future.
 - C. Provide one, 30-book classroom set in paperback format for each of the 52 Hmong translations. Additional paperbacks may be purchased at 50% off retail price.
2. **PAYMENT FOR SERVICES.** SCHOOL will pay compensation to CONTRACTOR for the Services in the amount of \$292,778. CONTRACTOR is responsible for all expenses and costs incurred by CONTRACTOR in performance of the Services.

Series	Grade	Books	Pages	Total	%
History and Geography Units for K-2	K	4	184	\$5,473	2%
History and Geography Units for K-2	1	9	338	\$12,204	4%
History and Geography Units for K-2	2	11	440	\$17,072	6%
History and Geography Units for 3-6	3	6	401	\$30,646	10%
History and Geography Units for 3-6	4	7	768	\$63,869	22%
History and Geography Units for 3-6	5	9	945	\$83,511	29%
History and Geography Units for 3-6	6	6	842	\$80,004	27%
		52	3,918	\$292,778	100%

CONTRACTOR will establish an escrow account from which to draw funds as needed. Invoices will be submitted to SCHOOL periodically. SCHOOL will then have 14 days to review the completed translations, audio, and/or finished Hmong books online and provide written approval of the invoices at which time CONTRACTOR may withdraw funds in the amount of the invoice(s) from the escrow account. In addition, SCHOOL will receive monthly escrow statements from the escrow

agent. To ensure translation standards are met, CONTRACTOR will have its sub-contractors use SCHOOL developed translation protocols.

3. **TERM/TERMINATION.** This Agreement shall terminate automatically within two (2) years of the effective date unless the parties mutually agree to extend this Agreement in writing. Termination of the working relationship does not terminate CONTRACTOR's duties of confidentiality and non-use, such duties to continue for a period not less than six (6) years of the date of this Agreement. CONTRACTOR understands that confidential information relating to Personally Identifiable Information of SCHOOL staff, teachers, and students, must be kept in full confidence indefinitely. SCHOOL may terminate this Agreement with or without cause 30 days after SCHOOL's delivery to CONTRACTOR of written notice of termination. Written notice will address whether, or not to complete books already in progress. CONTRACTOR will submit a Summary of Services for work reflecting actual work completed up to the date of termination.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that CONTRACTOR, in performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of SCHOOL. SCHOOL will not provide fringe benefits, including health benefits, paid vacation, or any other employee benefit.
5. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, invention, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by CONTRACTOR in connection with the Services shall be the exclusive property of CONTRACTOR.
6. **CONFIDENTIALITY.** CONTRACTOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, divulge, disclose, or communicate in any manner any information that is proprietary to SCHOOL or clients of SCHOOL. CONTRACTOR will protect such information and treat it as strictly confidential ("Confidential Information"). This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, CONTRACTOR will return to SCHOOL all records, notes, documentation, and other items that were used, created, or controlled by CONTRACTOR during this Agreement. CONTRACTOR shall notify SCHOOL immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach or possible breach of this Agreement; and shall cooperate in every reasonable way with SCHOOL to help regain possession of such Confidential Information and prevent its further unauthorized use or disclosure. CONTRACTOR acknowledges that irreparable harm may result from use or disclosure of Confidential Information in violation of this Agreement and agrees that there is no adequate remedy at law for any breach of the obligations hereunder and upon any such breach or any threat thereof, SCHOOL shall be entitled to appropriate equitable relief, including injunctive relief, in addition to any other remedies to which SCHOOL is entitled.
7. **REPRESENTATION.** CONTRACTOR further represents and warrants that s/he is legally authorized to enter into this Agreement, and is not subject to any restriction, agreement, conflict, or other condition that would prevent her/him from performing the duties of engagement to SCHOOL. CONTRACTOR warrants that there is no other contract or duty on CONTRACTOR's part that conflicts with or is inconsistent with this Agreement.
8. **INDEMNITY.** If CONTRACTOR is employed or engaged with any third party, CONTRACTOR agrees to indemnify and hold harmless SCHOOL from any claims that may arise from such employment.

Further CONTRACTOR agrees to indemnify and hold harmless SCHOOL from any claims that may arise from this Agreement. CONTRACTOR will indemnify SCHOOL against all liability caused by reason of any (a) breach by CONTRACTOR of CONTRACTOR's obligations under this Agreement, (b) negligent act or omission of CONTRACTOR in connection with CONTRACTOR's activities under this Agreement and/or (c) misrepresentation by CONTRACTOR in connection with CONTRACTOR's activities under this Agreement.

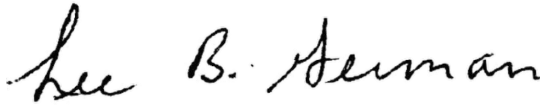
9. **ASSIGNMENT.** This Agreement is not assignable or transferable by CONTRACTOR without express written consent of SCHOOL.
10. **SUBCONTRACTORS.** Except as set forth in paragraphs 1.A.(1) & (2) of this Agreement, CONTRACTOR may not subcontract any portion of the Services and other obligations under this Agreement without the express written permission of SCHOOL.
11. **PUBLICITY.** CONTRACTOR shall not issue any press releases or public announcements regarding its business relationship with SCHOOL without having first obtained SCHOOL's written consent.
12. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other Agreement whether oral or written.
13. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid or enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such a provision will be deemed to be written, construed, and enforced as so limited.

14. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California, USA without regard to principles of conflict of laws; venue shall also be in the State of California, USA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives signing below:

CONTRACTOR

Fathom Technologies, LLC
d/b/a Fathom Reads
612 Johnnie Dodds Blvd., Suite A3
Mount Pleasant, SC 29464
Phone: 843-278-2285



Signature

Lee B. German

Printed Name

President

Title

6/30/2021

Date

SCHOOL

Susan B. Anthony Elementary
7864 Detroit Blvd
Sacramento, CA 95832
Phone: 916-433-5353

DocuSigned by:



CC6FE7C204D7402...

Signature

Rose Ramos

Printed Name

CBO, Sacramento City USD

Title

07/08/2021

Date

Appendix A

Listing of the 52 Core Knowledge History and Geography Books

<u>Gr</u>	<u>Title</u>	<u>Pages</u>	<u>Price</u>
History and Geography Units for K-2			
K	Exploring and Moving to America	50	\$1,600
K	Let's Explore the World	58	\$1,680
K	Mount Rushmore Presidents, The	38	\$1,116
K	Native Americans	38	\$1,076
1	Ancient Egypt	32	\$990
1	Continents, Countries, and Maps	50	\$1,775
1	Culture of Mexico, The	36	\$1,226
1	Early Civilizations of the Americas	38	\$1,467
1	Early Explorers and Settlers	42	\$1,540
1	Exploring the West	34	\$1,315
1	From Colonies to Independence	48	\$1,966
1	Mesopotamia	24	\$708
1	Three World Religions	34	\$1,216
2	Americans Move West	50	\$1,955
2	Ancient China	38	\$1,519
2	Ancient Greece	42	\$1,538
2	Ancient India	26	\$1,048
2	Civil Rights Leaders	56	\$2,333
2	Civil War, The	48	\$1,885
2	Culture of Japan, The	32	\$1,116
2	Geography of the Americas	48	\$1,957
2	Immigration and Citizenship	40	\$1,424
2	Making the Constitution	30	\$1,042
2	War of 1812, The	30	\$1,256
	Sub-total:	<u>962</u>	<u>\$34,748</u>
History and Geography Units for 3-6			
3	Ancient Rome	100	\$7,586
3	Earliest Americans, The	50	\$3,698
3	Exploration of North America	65	\$5,467
3	Thirteen Colonies, The	108	\$8,293
3	Vikings, The	37	\$2,544
3	World Rivers	41	\$3,057
4	American Revolution, The	146	\$9,519
4	Dynasties of China	76	\$6,677
4	Early Islamic Civilization and African Kingdoms	104	\$8,198
4	Early Presidents and Social Reformers	110	\$10,125
4	Exploring Maps and World Mountains	90	\$8,208
4	Medieval Europe	158	\$13,828
4	United States Constitution, The	84	\$7,315
5	Age of Exploration, The	93	\$8,475

5	Civil War, The	186	\$16,770
5	Czars and Shoguns: Early Russia and Feudal Japan	86	\$7,251
5	From the Renaissance to England's Golden Age	190	\$16,957
5	Geography of the United States, The	72	\$6,680
5	Maya, Aztec, and Inca Civilizations	62	\$5,363
5	Native Americans and Westward Expansion: Cultures and Conflicts	140	\$12,160
5	Westward Expansion Before the Civil War	82	\$6,536
5	World Lakes	34	\$3,320
6	Ancient Greece and Rome	154	\$14,876
6	Enlightenment, The French Revolution, and Romanticism, The	170	\$16,229
6	Independence for Latin America	100	\$10,144
6	Industrial Revolution: Changes and Challenges, The	108	\$9,807
6	Making of America: Immigration, Industrialization, and Reform, The	255	\$25,476
6	World Deserts	55	\$3,472
	Sub-total:	2,956	\$258,030
	Total:	5,481	\$292,778

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Boys and Girls Club of Greater Sacramento**

The Sacramento City Unified School District (“District”) and the Boys and Girls Club of Greater Sacramento (BGC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage BOYS AND GIRLS CLUB OF GREATER SACRAMENTO to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2021: Edward Kemble and Ethel I Baker Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO will work collaboratively with the District to develop, support, coordinate, and implement the *SummerMatters* program at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All BGC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. BGC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. BGC 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iv. BGC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse BGC for direct services not to exceed **\$88,664.40** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (24)
Summer Program	Edward Kemble and Ethel I Baker Elementary	\$88,664.40	160 students/Per day
Total Amount		\$88,664.40	

The final installment shall not be invoiced by BGC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, BGC shall provide documentation of **\$13,299.60** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, BGC and each of BGC 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, BGC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. BGC will also provide a written endorsement to such policies-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 BGC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* BGC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 1, 2021, through July 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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 as 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. BGC 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, willful

misconduct, negligence, injury or other causes of action or liability proximately caused by BGC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. BGC 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. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between BGC and the 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.

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

O. 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.

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

Q. 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: DocuSigned by:
Rose Ramos
CC6FE7C204D7402... 07/02/2021
 Rose Ramos Date
 Chief Business Officer
 Sacramento City Unified School District

AGENCY NAME: BOYS AND GIRLS CLUB OF GREATER SACRAMENTO

By: Kimberly Key June 16, 2021
 Authorized Signature Date
 Print Name: Kimberly Key
 Title: CEO

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for Edward Kemble and Ehtel I Baker that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of BOYS AND GIRLS CLUB OF GREATER SACRAMENTO to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, BGC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Boys and Girls Club of Greater Sacramento shall:

1. All Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by BGC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **BGC shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. No field trips will be sponsored due to COVID-19.
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 summer program 7/30/21 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff 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 program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate 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 weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education

2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols

3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming

5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, BGC enters this COVID-19 Addendum as BGC would be providing services from the school sites:

1. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. BGC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

BGC: Kimberly Key

Address: 5212 Lemon Hill Ave. Sacramento 95824

Signature and Title: Kimberly Key, CEO

Work Phone: 916-392-1350 Other Phone: 916-801-0760 (cell)

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Center for Fathers and Families**

The Sacramento City Unified School District (“District”) and the Center for Fathers and Families (CFF) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CENTER FOR FATHERS AND FAMILIES to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2021: Harkness Elementary, New Joseph Bonnhiem and Oak Ridge Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CENTER FOR FATHERS AND FAMILIES will work collaboratively with the District to develop, support, coordinate, and implement the ***SummerMatters* program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All CFF employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CFF shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. CFF 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iv. CFF shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse CFF for direct services not to exceed \$ be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (24)
Summer Program	Harkness Elementary, New Joseph Bonnheim and Oak Ridge Elementary	\$132,382.50	240 students/per day
Total Amount		\$132,382.50	

The final installment shall not be invoiced by CFF or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CFF shall provide documentation of **\$19,857.38** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CFF and each of CFF 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, CFF shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. CFF will also provide a written endorsement to such policies-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 CFF to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CFF agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CFF of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CFF 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CFF shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 1, 2021, through July 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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 as 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. CFF 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, willful misconduct, negligence, injury or other causes of action or liability proximately caused by CFF and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CFF 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. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between CFF and the 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.

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

O. 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.

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

Q. 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: DocuSigned by:
Rose Ramos
CC6FE7C204D7402... 07/02/2021
Rose Ramos Date
 Chief Business Officer
 Sacramento City Unified School District

AGENCY NAME: CENTER FOR FATHERS AND FAMILIES

By: [Signature] JUNE 16, 2021
 Authorized Signature Date
 Print Name: RICHARD T. JENNINGS II
 Title: CHIEF EXECUTIVE OFFICER

Sacramento City Unified School District and Center for Fathers and Families:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for Harkness Elementary, New Joseph bonnehim Elementary and Oak Ridge Elementary, who will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of CENTER FOR FATHERS AND FAMILIES to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CFF site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Center for Fathers and Families shall:

1. All Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by CFF and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **CFF shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. No field trips will be sponsored due to COVID-19.
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 summer program 7/30/21 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff 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 program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate 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 weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Center for Fathers and Families
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

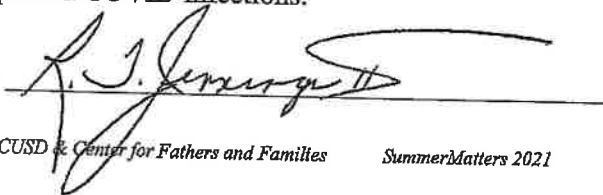
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, CFF enters this COVID-19 Addendum as CFF would be providing services from the school sites:

1. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. CFF will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

CFF:



Address: 920 DEL PASO BLVD, SACRAMENTO, CA 95815

Signature and Title: [Signature] CEO

Work Phone: (916) 568-3237 Other Phone: (916) 804-6133

AGREEMENT FOR SERVICES

Between

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

And

City of Sacramento, Youth, Parks and Community Enrichment

The Sacramento City Unified School District (“District”) and the City of Sacramento, Youth, Parks and Community Enrichment (CITY OF SAC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CITY OF SACRAMENTO, Youth, Parks and Community Enrichment to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2021: Sam Brannan Middle School. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CITY OF SACRAMENTO, Youth, Parks and Community Enrichment will work collaboratively with the District to develop, support, coordinate, and implement the ***SummerMatters* program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All CITY OF SAC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CITY OF SAC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. CITY OF SAC 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iv. CITY OF SAC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse CITY OF SAC for direct services not to exceed **\$33,749.28** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (24)
Summer Program	Sam Brannan Middle School	\$33,749.28	80 students/Per day
Total Amount		\$33,749.28	

The final installment shall not be invoiced by CITY OF SAC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY OF SAC shall provide documentation of **\$5,062.39** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CITY OF SAC and each of CITY OF SAC 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, CITY OF SAC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. CITY OF SAC will also provide a written endorsement to such policies-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 CITY OF SAC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CITY OF SAC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CITY OF SAC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SAC 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CITY OF SAC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 1, 2021, through July 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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 as 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. CITY OF SAC 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, willful misconduct, negligence, injury or other causes of action or liability proximately caused by CITY OF SAC

and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY OF SAC 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. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SAC and the 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.

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

O. 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.

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

Q. 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 _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: CITY OF SACRAMENTO, YOUTH, PARKS AND COMMUNITY ENRICHMENT

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for Sam Brannan that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of CITY OF SACRAMENTO, Youth, Parks and Community Enrichment to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

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 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. CITY OF SAC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. CITY OF SAC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
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7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

CITY OF SAC: _____

Address: _____

Signature and Title: _____

Work Phone: __

Other Phone: ____

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Leaders of Tomorrow**

The Sacramento City Unified School District (“District”) and the Leaders of Tomorrow (LOT) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage LEADERS OF TOMORROW to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following site during summer 2021: John Sloat Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, LEADERS OF TOMORROW will work collaboratively with the District to develop, support, coordinate, and implement the *SummerMatters* program at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All LOT employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. LOT shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. LOT 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iv. LOT shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse LOT for direct services not to exceed **\$44,160** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (24)
Summer Program	John Sloat Elementary	\$44,160.00	80 students/per day
Total Amount		\$44,160.00	

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, LOT shall provide documentation of **\$6,624.00** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, LOT and each of LOT 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, LOT shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. LOT will also provide a written endorsement to such policies-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 LOT to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. LOT agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify LOT of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, LOT 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* LOT shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 1, 2021, through July 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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 as 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. LOT 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, willful misconduct, negligence, injury or other causes of action or liability proximately caused by LOT and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. LOT 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. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between LOT and the 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.

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


O. 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.

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

Q. 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:


DocuSigned by:
CC6FE7C204D7402...

 Rose Ramos
 Chief Business Officer
 Sacramento City Unified School District

07/02/2021
 Date

AGENCY NAME: LEADERS OF TOMORROW

By:


 Authorized Signature

6.14.21
 Date

Print Name: Pendrel Ventress

Title: Executive Director

Sacramento City Unified School District and Leaders of Tomorrow:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for John Sloat that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of LEADERS OF TOMORROW to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, LOT site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Leaders of Tomorrow shall:

1. All Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by LOT and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **LOT shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. No field trips will be sponsored due to COVID-19.
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 summer program 7/30/21 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff 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 program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate 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 weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Leaders of Tomorrow
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming

5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee

7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.

8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.

9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.

10. Program managers and instructional aids will participate in district offered professional development.

11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, LOT enters this COVID-19 Addendum as LOT would be providing services from the school sites:

1. LOT agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. LOT agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. LOT will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

LOT: _____

Address: 4955 Giant Panda Drive Sacramento, CA 95831

Signature and Title: Penelope Ventresca

Work Phone: 916.524.2365

Other Phone:

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Roberts Family Development Center**

The Sacramento City Unified School District (“District”) and the Roberts Family Development Center (RFDC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on May 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage ROBERTS FAMILY DEVELOPMENT CENTER to develop, maintain and sustain Freedom School Summer Program, providing summer academic and enrichment services to the following sites during Summer 2021: Leataata Floyd Elementary. The primary purpose of Freedom School Summer Program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, ROBERTS FAMILY DEVELOPMENT CENTER will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School Summer Program** respectively at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All RFDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFDC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. RFDC 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iii RFDC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 29 days, District shall reimburse RFDC for direct services not to exceed **\$230,198.00** be made in installments upon receipt of three properly submitted invoices. The first invoice will be submitted during the month June in order to cover the overhead and staffing training costs. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (29)
Freedom School Summer Program	Leataata Floyd	\$230,198.00	120 students/per day
Total Amount		\$230,198.00	

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of **\$34,529.70** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFDC and each of RFDC 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, RFDC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. RFDC will also provide a written endorsement to such policies-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 RFDC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from May 24, 2021, through August 6, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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 as 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. RFDC 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, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFDC and/or

its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC 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. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

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M. Entire Agreement. This Agreement constitutes the entire agreement between RFDC and the 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.

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

DISTRICT:

By: DocuSigned by:
Rose Ramos
CC8FE7C204D7402

Rose Ramos
Chief Business Officer
Sacramento City Unified School District

06/18/2021

Date

AGENCY NAME: ROBERTS FAMILY DEVELOPMENT CENTER

By: *Demell K. Robert*
 Authorized Signature

Date 5/27/2021

Print Name: Demell K Robert

Title: C.F.O.

Sacramento City Unified School District and Roberts Family Development Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for Leataata Floyd that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of ROBERTS FAMILY DEVELOPMENT CENTER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Roberts Family Development Center shall:

1. All Freedom School Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the Freedom School proposal.
3. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by RFDC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Program" Report on status of all outcomes and objectives.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **RFDC shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. No field trips will be sponsored due to COVID-19.
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 summer program 7/30/21 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.

17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff 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 program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate 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 weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Roberts Family Development Center
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program

- b. Align Freedom School Programs to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate Freedom School programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, RFDC enters this COVID-19 Addendum as RFDC would be providing services from the school sites:

1. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFDC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

RFDC: Roberts Family Development Center

Address: 770 Darina Ave.

Signature and Title: Dee K. A. , C.E.O.

Work Phone:

Other Phone: 916-803-8461



Roberts Family Development Center

Mission

To provide services to the Greater Sacramento area that meet the individual needs of each family member. Our services provide a holistic approach focusing on PreK-12th grade academic support and enrichment, parent education and engagement, and community involvement and advocacy.

Goals

- 1) Nurture Personal Growth – RFDC promotes education and empowerment as a way to help individuals meet their full potential.
- 2) Strengthen Families – RFDC works to increase family’s interconnectedness through initiatives that promote family strengths.
- 3) Enhance Community Development – RFDC encourages community members to build cooperative relationships that strengthen community ties and lead to over-all improvement.
- 4) Increase Civic Involvement – RFDC facilitates community member’s participation in advocacy efforts within the community including schools, neighborhoods, school districts, local government, and federal government.

CHILDRENS DEFENSE FUND FREEDOM SCHOOLS

RFDC’S FREEDOM SCHOOLS

Roberts Family Development Center (RFDC) began providing academic enrichment services in 2001, serving 13 students in North Sacramento. Since then, we have grown to serve over 600 students on a daily basis at 3 school districts in the Greater Sacramento area. In January 2014, RFDC became part of an elite group of organizations selected to be *Children’s Defense Fund (CDF) Freedom Schools* sponsor agencies. In the summer of 2021, building on the previous 7 year’s success, RFDC will once again bring the CDF Freedom Schools model to Sacramento.

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This year, because of school disruptions related to COVID, it is more important than ever that students have access to supportive services. This is especially true for the students we serve, many of whom are hard to reach and are at risk for academic failure. These supportive services must include academic support, enrichment opportunities, and social-emotional supports. All of which are provided by *Freedom Schools*. Freedom Schools will help address student learning loss related to distance learning challenges, will provide extended learning opportunities through afternoon activities and field trips, and will provide much needed social-emotional supports and interactions with peers.

FREEDOM SCHOOLS PROGRAM HISTORY/OVERVIEW

The CDF Freedom Schools program is proudly rooted in the American Civil Rights Movement and the courageous efforts of youth to make a difference. The CDF Freedom Schools program utilizes an award-winning and standards aligned Integrated Reading Curriculum and develops engaging lesson plans and hands-on activities to accompany it. The CDF Freedom Schools model supports children and families around five essential components: high quality academic enrichment, parent/family involvement, social action/civic engagement, intergenerational leadership development, and physical/mental health; all which mirror RFDC’s mission and goals. The model fosters supportive environments where children and young adults believe in their ability to make a difference in themselves, their families, schools, communities, nation, and world. Freedom Schools program sites are safe and nurturing learning spaces where children are valued and celebrated, where strengths and abilities are recognized and appreciated, where children are encouraged to set high expectations and develop self-discipline,

where there is an abundance of enthusiasm for learning, where children learn to understand themselves and connect to their culture, and where parents and community members are engaged in the success of children and families. CDF Freedom School sites work hard to ensure each child is equipped with the necessary skills to succeed in life. The Program boosts student motivation to read, generates a positive attitude towards learning, and connects the needs of children and families to the resources of their communities.

RFDC PROPOSAL TO SACRAMENTO CITY USD

For the summer of 2021, RFDC proposes to serve 120 Sacramento City Unified School District students utilizing the Freedom Schools Program. We will serve students from 2 Freedom Schools learning levels; Level I (K-2nd), Level II (3rd – 5th) and Level III (6th – 8th). The program will be held at Leataata Floyd Elementary School. Enrollment numbers by level can be found in the table below. Minor adjustments may be made based on actual enrollment numbers.

Level I	Level II	Level III
60	50	10

Initial enrollment opportunities will be available to students currently enrolled in our After-School program. Additional spots will then be made available through targeted recruitment efforts at Leataata. As needed, additional recruitment efforts will be extended to other Sacramento City USD schools to ensure enrollment numbers are met.

With COVID-19 ravaging our community, it is more important than ever to support the academic and social emotional needs of youth. **Once summer begins, it will have been 15 months since our children have been able to interact with their peers.** The lack of positive social engagement and interaction during COVID-19 has been one of the most challenging aspects of the pandemic for our students.

A recent Washington Post states, that a growing number of COVID-19 impact studies show children and youth mental health problems are rising. According to the CDC, mental health related issues account for a growing number of child and youth visits to the emergency room. The CDC reports that from March to October of 2020, ER visits are up 31% among youth ages 12 to 17 and 24% among children ages 5 to 11, as compared to the same time period in 2019. Studies show that our most vulnerable students who have family disruptions, economic hardships, lack of technology access, and less access to mental health services are also those who are most effected by mental health struggles. Compounding this is the mental health stigma seen in many families and communities of color and the additional anguish felt in these communities over recent events that highlight the systemic racism that persists in our country. Distance learning has also made student mental health problems harder to spot. It can be difficult to build trusting relationships with students and read their nonverbal cue through a computer screen.

With COVID-19 ravaging our community, it is more important than ever to support the academic and social-emotional needs of children and youth.

Added with other stressors and trauma, the social isolation and frustration caused by the pandemic has led to an increase in violence in the Sacramento community. Through *Freedom Schools*, RFDC will help to alleviate and combat the mental strain on students, by creating a safe space where students can learn, grow, and interact with their peers while being supported by caring adults.

RFDC NEEDS FOR PROGRAM SUCCESS

For *Freedom Schools* to be successful there must be a high level of partnership, collaboration, and support between RFDC and our School District partners. **In addition to monetary funding that supports the curriculum expenses, staffing expenses, program expenses, professional development expenses, and administration of *Freedom Schools*, RFDC is requesting in-kind support to assist in the facilitation of *Freedom Schools*; including facilities, nutrition, transportation, technology, and evaluation.**

Freedom Schools Calendar:

Freedom Schools Virtual Program Orientation	December 2, 2020
Fees Due to CDF (2 Payments)	December 2020 & January 2021
Freedom Schools Virtual Executive Director/Administrator Training	January 11-15, 2021
Freedom Schools Virtual Project Director/Site Coordinator Training	March 15-19, 2021
Freedom Schools Virtual Ella Baker Child Policy Institute National Training	May 21-27, 2021
SCUSD Freedom School Planning/Set-Up	Early June to Mid-June 2021
SCUSD Freedom Schools Program	Late June to Early Aug 2021
SCUSD Freedom Schools Clean-Up	Early Aug 2021

COVID-19 Planning: As summer approaches, we will make needed adjustments to the program based on updated health and safety standards. We have the staff and technology capacity to facilitate programming in whatever capacity presiding health and safety protocols deem fit. We will work with school district staff to make adjustments as needed to ensure students receive a quality learning experience.

Facility Needs: Based on previous years CDF's National Training schedule, **Freedom Schools will occur from Late June to Early August 2021.** RFDC staff will need access to SCUSD facilities during the 6 weeks of program, for 1 week prior to program for classrooms to be set-up, and for 2 days following program for clean-up. Program operates from 8am-3pm each weekday, with set-up, clean-up, debrief, and planning time added in, we will need access to USD facilities from 7am-5pm. We will need access to school gyms, cafeterias, common areas, 1 classroom per 10 students served, and an additional administrative room at each school to be used by site coordinators and teachers. **We would like to host our scholars at Leataata Floyd Elementary.**

Nutrition Needs: RFDC requests daily breakfast and lunch for each of our *Freedom Schools* scholars.

Transportation Needs: To improve attendance and to ensure that students have safe and timely transportation to and from Freedom Schools, **RFDC is requesting daily pick-up and drop off services** at 1 bus stop in the Alder Grove community. **(Discussions are needed for additional transportation request from John Cabrillo Elementary)**

Technology Needs: RFDC requests that students enrolled in our Freedom Schools program are able to **keep their assigned district computer.** This will ensure that there are no technology barriers that prevent students from accessing Freedom Schools during virtual programming days.

Evaluation Needs: New in 2021, **RFDC requests support from SCUSD in developing a comprehensive evaluation tool** that can be used to evaluate the academic and social-emotional impact of our program on students as well as the benefits of the program for families.

BENEFIT OF FREEDOM SCHOOLS TO SCHOOL DISTRICT PARTNERS

- Assistance in meeting district identified LCAP goals
- Increased academic success of students, due to decreased summer learning loss and preparation for upcoming school year
- Increased social-emotional support and connections for students, especially during COVID-19 when students are struggling with social isolation and our community has seen an uptick in youth violence
- Increased mental health for students related to feelings of isolation and lack of creative outlets
- Building a more engaged and educated parent base
- Development of a deeper conscientiousness and involvement for students and staff involved
- Assistance in recruitment, engagement, and training of potential future school district employees

RFDC-CDF FREEDOM SCHOOLS and USD PARTNERSHIP

As a part of *Freedom Schools*, RFDC made the strategic decision to partner more closely with the school districts we serve. This approach is unique to RFDC and serves several purposes:

- Provides safe and accessible facilities for *Freedom Schools* students and families within their own communities
- Provides daily nutritional meals to our students
- Provides a reliable funding source for *Freedom Schools*
- Improves our ability to recruit students
- Assists with the integration of Common Core into *Freedom Schools*
- Allows teachers to build a deeper relationship with students
- Establishes a year-round partnership between RFDC and the schools/districts our students attend
- Serves as the beginning of a pipeline for future teachers who gain experience and passion through *Freedom Schools* and mentorship from current teachers

As part of this partnership, we hire credentialed teachers from our partner School Districts to strengthen the impact of our *Freedom Schools* program. The role of the on-site teacher is to provide feedback and support to the Servant Leader Interns (SLIs) who work directly with students. The teachers play a critical role in aiding the SLIs in the successful implementation of the *Freedom Schools* Integrated Reading Curriculum (IRC) and overseeing implementation of the supplemental writing component.

BEST PRACTICES MODEL FOR RFDC/USD PARTNERSHIP

Based on successes over the past 7 years, a Best Practices model has been developed for the RFDC staff and School District teacher *Freedom Schools* partnership. Model details are listed below...

- A Lead Teacher will be appointed and hired by RFDC to train and mentor all *Freedom Schools* teachers.
- RFDC will create a job description for *Freedom School* teachers to ensure all teachers are aware of their responsibilities to and the expectations of *Freedom Schools*.
- All *Freedom Schools* teachers will attend a training session lead by the Lead Teacher.

- Pre/post assessment prompt will be created by the Lead Teacher and presented to other Freedom Schools teachers during training.
- Lead Teacher will train *Freedom Schools* teachers on the writing assessment rubric allowing for calibration of scoring among teachers to provide a cohesiveness for scores that students receive across districts.
- Daily writing prompts will be developed by Lead Teacher in collaboration with other *Freedom Schools* teachers during teacher training, prior to Freedom Schools start.
- Daily writing prompts for each student Level will be the same across all sites to ensure all students receive equal writing experience over the course of *Freedom Schools*.
- IRC books will be utilized to develop the pre/post assessments as well as the daily writing prompts so that writing is a response to literature and a connection between reading and writing is established.

Teacher Responsibilities

- Teachers and Site Coordinators will communicate frequently; Site Coordinators will set the progressive tone for and acceptance of feedback from teachers.
- Teachers will attend daily Harambee to promote positive relationships with students.
- Teachers will observe classrooms and assist with facilitation of Integrated Reading Curriculum (IRC).
- Teachers will give writing prompts for morning and afternoon quick writes to SLIs prior to administering.
- Teachers will work with Servant Leader Interns (SLIs) to ensure that writing components are administered and completed correctly.
- Teachers will assist in researching additional resources to support SLIs.
- Daily Observation Sheets highlighting successes and challenges will be completed by teachers.
- Teachers will meet with SLI's to discuss feedback and next steps.

PROGRAM NEED

RFDC assists low-income families who struggle to secure quality care and academic support for their children. We target communities with high rates of Free Reduced Lunch eligibility. Students in these economically challenged families often struggle to keep up academically during the school year and this learning gap is compounded by summer learning loss, putting them farther and farther behind with each passing year. Data from the 2019 California Assessment of Student Performance and Progress (CAASPP) is distressing for the Sacramento schools served by RFDC. A clear majority of students in low-income neighborhoods did not meet the grade level achievement standard in both English Language Arts and Mathematics. *We provide CDF Freedom*

Schools in these depressed communities to improve outcomes for students, to provide a means for new experiences and opportunities, and to support basic needs like a safe place to go during out-of-school time and a daily nutritional breakfast and lunch. In addition to preventing summer learning loss, Freedom Schools helps students ease through difficult school transitions, especially in relation to social adjustment and academic preparation.

During COVID-19, the importance of social interactions for children and youth has become even more apparent. After more than a year of social distancing, children are struggling. *Freedom Schools* provides social-emotional support to students and gives them a way to connect with their peers safely during this challenging time.

The parent engagement and education component of Freedom Schools is also critical at this time. **Our weekly Parent Classes provide families with a way to interact and connect with others in their community, while also gaining knowledge and learning about resources that make a positive impact on their family.**

We provide CDF Freedom Schools in depressed communities to improve outcomes for students, to provide a means for new experiences and opportunities, and to support basic needs.

During COVID-19, the importance of social interactions for children and youth has become even more apparent.

***Freedom Schools* provides social-emotional support to students and gives them a way to connect with their peers safely during this challenging time.**

SLI PROFESSIONAL DEVELOPMENT

Servant Leader Intern's (SLI) serve as a classroom teacher in a Freedom School program. SLI's lead a literacy rich curriculum during the morning, lead afternoon enrichment activities, and Friday field trips. SLI's are typically college aged, have experience working with children, are energetic, and are strong role models. Education cannot be excluded from discussions on racial equity. ***Freedom Schools recruits young professionals of color and equips them with skills to lead us into the future, creating a diverse group of future educators, social workers, policy workers, community advocates, and more.***

Every SLI attends the week-long Ella Baker Child Policy Training Institute, along with hundreds of other SLI's from across the county. Due to COVID-19, training will be held virtually. SLI's learn about the history and spirit of Freedom Schools, as well as how to deliver the key program components of the Freedom Schools model; Harambee, Integrated Reading Curriculum (IRC), and Afternoon Activities.

During training, SLI's learn about the history of Freedom Schools, its roots in the American Civil Rights movement, and young people's role in that movement. Guest speakers at the training are made up of individuals who are historical and modern-day activists, experts in social work and education, motivational presenters, and child welfare policy experts. SLI's learn to facilitate daily Harambee, Freedom Schools opening activity, through an interactive hour-long informational session and daily experiential practice. SLI's receive extensive training on how to successfully implement the Freedom Schools Integrated Reading Curriculum (IRC). This includes small group modeling sessions, role playing, and feedback. Each SLI receives an age appropriate IRC handbook, with lessons plans that cater to all learning styles. SLI's learn about the daily format of IRC, lesson planning, engaging students, classroom management, prevention and intervention techniques, trauma informed care, creating positive classroom climate, creating a youth lead learning experience, creating a culturally sensitive space, asking open ended questions, anticipating student reactions, awareness of potential student triggers and how to handle them, and smooth transitioning. Training for Afternoon Activities is done through modeling and role play. Afternoon Activities are based on SLI's talents and hobbies. An additional component of training involves daily Debrief Sessions. These sessions are a time for staff to check-in, build moral, plan for future activities, and facilitate program quality improvement.



In addition, SLI's receive in-house training from RFDC. Pre training includes Freedom Schools 101 and RFDC 101, with overviews, brief history, and expectations of both Freedom Schools and RFDC. Post training includes CPR, mandated reporter training, additional behavior management and trauma informed care training, Professionalism 101, training to administer RFDC's daily writing prompts and pre/post assessments, and student impact/satisfaction survey facilitation. In total SLI's receive approximately 88 hours of training to prepare for Freedom Schools; 63 hours through the Ella Baker Child Policy Training Institute and 25 hours of RFDC in-house training.

A DAY AT FREEDOM SCHOOLS

Although *Freedom School* has a foundation in education and academics, it is unlike any school the children we serve have even attended. *Freedom Schools* acknowledges and uses the unique cultural dimensions of the scholars, families, and communities we serve. It considers the culture and language of scholars including slang and colloquialisms and uses these to empower students and build their knowledge through introduction of new ideas and skills. *Freedom Schools* values student voices and ideas and incorporates these into classroom instruction.

Freedom Schools is held Monday-Friday from 8am-3pm. Every Monday-Thursday students participate in 3 key elements that build a passion for reading and learning: Harambee, Integrated Reading Curriculum (IRC), and Afternoon Activities. In addition to these key elements, students receive 2 nutritious meals daily (breakfast and lunch) and participate in a weekly local or virtual field trip, typically held on Friday.

Education cannot be excluded from discussions on racial equity. *Freedom Schools* recruits young professionals of color and equips them with skills to lead us into the future.

Although *Freedom Schools* has a foundation in education and academics, it is unlike any school the children we serve have ever attended.

Harambee

All too often the students served by RFDC are silenced and torn down by those around them. Harambee is a time when we build up scholars, amplify their voices, and boost their spirits. Each day Freedom Schools begins with 30 minutes of Harambee, a Swahili word for "let's pull together". Harambee is a time when scholars and Servant Leader Interns (SLI) come together to celebrate themselves and each other. This high energy, exciting, and interactive opening activity has the highs, dips, twists, and turns of a rollercoaster. Harambee is infused with literacy and learning throughout, including listening skills, sequencing, spelling, and call and response. Harambee addresses the needs of all types of learners: audio, visual, and kinesthetic.

Harambee begins with Read Aloud, a time when guests from the community are invited in to read to the scholars. This activity shows scholars that no matter what you chose to be in life, reading is involved. We select a wide array of Read Aloud Guest readers from across the communities we serve: doctors, cosmetologists, store managers, teachers, politicians, business entrepreneurs, police officers, veterinary technicians, artists, etc. After sharing a book with our scholars, Read Aloud Guests answer questions from our scholars about their profession, hobbies, etc. This gives scholars an opportunity to begin to understand what it takes to achieve their goals and be successful in the future.

Read Aloud is followed by the Motivational Song, *Something Inside So Strong*. The song's chorus says it all, "Something Inside So Strong, I know that I can make it, though you're doing me wrong". The song is a positive reinforcement for scholars, to affirm that strength comes from within and to impart on them their ability to make a difference no matter their circumstances or challenges.

Scholars then transition into Cheers and Chants, one of the children's favorite parts of Harambee. Through thunderous calls and responses between SLIs and scholars, Cheers and Chants builds the idea that reading, knowledge, and intelligence is powerful and in style. During Cheers and Chants SLI's use call and response to ensure scholars engagement. SLI's use the volume and inflection of their voice to elicit responses from scholars and at the same time they actively work the room, responding to ques from scholars to enliven and empower the group. Cheers and Chants uplifts a positive attitude among scholars, instills even more positive energy into the scholars, and reinforces scholars' ability to be successful. Additionally, Cheers and Chants promotes the power of knowledge, learning, reading, and self-confidence.

During Recognitions, SLIs and/or students recognize those around them that are seeking to make positive changes. Recognitions are not allowed to be materialistic in nature, they are to recognize students and SLIs who go out of their way to do good and make a difference. This instills intrinsic motivation in scholars and builds them up from the inside.

The Moment of Silence allows scholars a calming time to get off the Harambee rollercoaster and transition into the Integrated Reading Curriculum. The Moment of Silence provides a meditative moment for students to breath in positivity and exhale negativity. It ends with "Ashe" a Swahili word meaning "so it is" or "let it be" so scholars can move on with their day leaving behind anything that may hold them back.

Harambee concludes with Announcements. This is a time for SLI's and Administration to inform students and/or families of any upcoming events or important details about the day. After Harambee, scholars break into small classroom groups and transition into Integrated Reading Curriculum.

Integrated Reading Curriculum

Freedom Schools believes that reading is key to unlocking children's dreams and unlimited potential. *Freedom Schools* Integrated Reading Curriculum (IRC) is built on a foundation of books intentionally selected by the Children's Defense Fund Curriculum Committee from the finest writers and illustrators in the US. These books are developmentally appropriate, culturally relevant, reflect children's lives, and lend themselves to critical thinking and related creative activities. The goal of IRC is to help scholars fall in love with books and therefore with reading. In addition, *Freedom Schools* and the IRC plant the seed for a future

Harambee is a time when we build up scholars, amplify their voices, and boost their spirits.



The goal of IRC is to help scholars fall in love with books and therefore with reading.



force of multicultural and multiracial teachers who are inspired by Freedom Schools in their role as SLI's and possibly even as scholars.

IRC focuses around the central theme of "I Can Make A Difference In My ..." and has six weekly related topics: *Self, Family, Community, Country, World, With Hope Education and Action*. IRC is an activity oriented curriculum where books and activities are integrated into a holistic learning experience where students can better understand the real-life application of what they are learning. Each lesson includes the following components, which all correspond with the weekly theme and the book of the day: a daily theme and focus skill, common core standards, focus or performance objectives, and materials needed. Every lesson adheres to the following five step format: 1) Opening Activity, 2) Main Activity, 3) Cooperative Group Activities, 4) Social Action Activity, and 5) Closing Activity. Lessons last approximately 3 hours; meaning, our students get 70-80 hours of structured literacy instruction throughout the summer months.

Afternoon Activities

Freedom Schools afternoons allow scholars a time to continue participating in educationally and culturally enriching activities that are related to the IRC. RFDC uses the talents and interests of SLIs to develop engaging age-appropriate activities that appeal to the interests of our scholars. In addition, age-appropriate social action activities are held 1-2 days each week to further engage students in making a difference in the world around them.

Afternoons allow scholars a time to continue participating in educationally and culturally enriching activities.



CDF FREEDOM SCHOOLS PROGRAM SUCCESS

Freedom Schools Integrated Reading Curriculum (IRC) is held Monday-Thursday mornings for approximately 3 hours over a 6-week period. Keeping the short term and partial day nature of the program in mind, the impact of the Freedom Schools model over the past 7 years has been staggering.

Unfortunately, due to COVID-19 and the rapid shift to virtual programming, we do not have the typical data that we have had from Freedom Schools in the past. Additionally, no reading data is available for SCUSD in 2019. Due to a lack of funding, RFDC did not host a traditional Freedom Schools site in SCUSD. Below is data from our 2018 and 2019 program as appropriate. As stated previously, RFDC would like to work with SCUSD to develop a comprehensive evaluation tool to evaluate the academic and social-emotional impact of our program on students as well as the benefits of the program for families.

Freedom Schools Basic Reading Inventory

The Basic Reading Inventory (BRI) is a required evaluation tool, provided by CDF to evaluate the reading progress of scholars through the program. The BRI is an individually administered informal reading assessment that evaluates the five core components of effective reading instruction: phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension strategies. The assessment uses grade appropriate word lists and reading passages to assess students oral reading levels. A sample of *Freedom Schools* students from each site participate in pre and post testing using the BRI.

Sacramento City USD 2018 BRI Site Data

CDF data shows, in terms of child reading achievement, 100% of students from our Leataata Floyd Elementary site maintained or gained in instructional reading levels and did not experience summer learning loss. These students also demonstrated an average increase of 1 year and 1 month which is equivalent to more than school year in instructional reading levels.

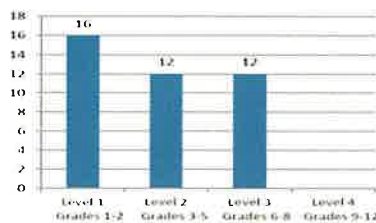


Figure 1. Mean Differences Between Pre- and Post-tests in Months

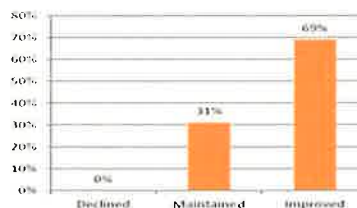


Figure 2. Percentages of Children Maintaining or Improving Reading Levels

Freedom School Writing Assessment

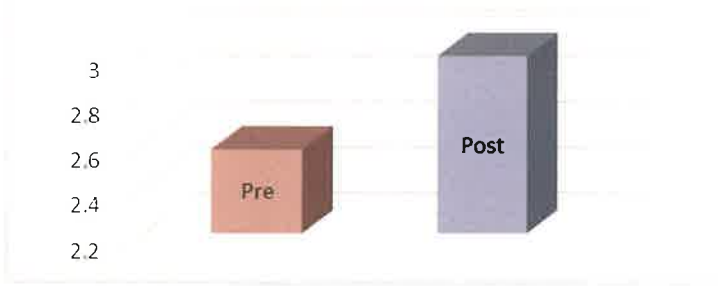
Daily writing prompts and the Writing Assessment is unique to RFDC's version of *Freedom Schools*. The assessment and rubric were designed by our Lead Credentialed Teacher and each year, new prompts are developed by our incoming Credentialed Teachers and they are trained on how to use the assessment rubric. Scholars are given an initial writing test during the first three days of the summer program. The prompt is used as a baseline data point for students entering the program. The writing assessment used for Level II and Level III scholars was the same. The Informational/Explanatory rubrics focused on five key areas of writing: focus, organization, evidence, vocabulary and conventions.

Sacramento City USD 2019 Writing Assessment Site Data

Data from our Sacramento City USD site shows students made great strides.

At Leataata Floyd Elementary, seventy-nine percent (79%) of scholars showed an overall improvement within their writing, while eighty-five percent (85%) displayed an improvement within writing organization (organizing their writing so that it flows and answers the prompt).

Sacramento Unified School District
Writing Assessment Average Scores



- Key**
- 4-** Scholar demonstrates **proficient** writing skills for grade level
 - 3-** Scholar demonstrates **near proficient** writing skills for grade level
 - 2-** Scholar demonstrates **below grade level** writing skills for grade level
 - 1-** Scholar demonstrates **far below grade level** within their writing skills

SCUSD FREEDOM SCHOOLS PROGRAM BUDGET

LINE ITEM	DESCRIPTION <i>120 Students / 12 Classrooms</i>	COST
CDF National Program Fees	National Training, Student Books, Integrated Reading Curriculum, and CDF Program Evaluation <i>\$285/student</i>	\$34,200
CDF FEES TOTAL		\$34,200
Program Director	1 Program Director Salary <i>\$1100/week for 14 weeks (50%)</i>	\$7,700
Site Coordinator	2 Site Coordinators <i>\$20/hr for 240 hrs program + 128 hrs training/planning</i>	\$14,720
Servant Leader Interns	12 Servant Leader Interns <i>\$17.50/hr for 240 hrs program + 88 hrs training/planning</i>	\$68,880
USD Teachers	2 USD Teachers <i>\$160/day for 30 days program + 5 days training</i>	\$11,200
Employer Expenses and Employee Benefits	Figured at RFDC's rate of 22% <i>Includes payroll taxes, workers comp, health insurance, PTO, etc.</i>	\$22,550
STAFFING TOTAL		\$125,050
Classroom Equipment and Consumables	Academic/Art Supplies, Games, and Equipment <i>\$250/classroom</i>	\$3,000
Extracurricular Enrichments	2 Service Providers <i>\$150/provider/wk x 6 wks</i>	\$1,800
Field Trips	Local/Virtual Weekly Field Trips <i>\$50/student</i>	\$6,000
Parent Education	Weekly Parent Classes <i>\$100/session/student level x 6 sessions</i>	\$1,800
Family Dinners	Weekly family dinner, distributed as part of Weekly Parent Classes <i>\$37.50/family x 80 families x 6 weeks – Catered by Burgess Brothers</i>	\$18,000
PROGRAM TOTAL		\$30,600
In-House Staff Training	RFDC Orientation and In-House Training <i>Site Coordinators and Servant Leader Interns</i> <i>\$150/staff member</i>	\$2,400
Program Evaluation	Outside Evaluation Costs <i>\$2,500/site</i> <i>Includes Site Testing Manager to administer pre & post BRI in each class; Administer pre & post scholar, parent & staff survey; Site Visit Assessment, documentation & Impact Report</i>	\$2,500
TRAINING AND EVALUATION TOTAL		\$4,900
Administrative Expenses	Figured at 17% <i>Includes time for Executive & Administrative staff, professional fees, insurance, Administrative Office costs (mortgage, utilities, etc.)</i>	\$33,107
ADMINISTRATIVE TOTAL		\$33,107
SCUSD FREEDOM SCHOOLS 2021 PROGRAM TOTAL		\$230,198

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Rose Family Creative Empowerment Center

The Sacramento City Unified School District (“District”) and the Rose Family Creative Empowerment Center (RFCEC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on May 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage ROSE FAMILY CREATIVE EMPOWERMENT CENTER to develop, maintain and sustain Freedom School Summer Program, providing summer academic and enrichment services to the following sites during Summer 2021: John Still K-8, Parkway Elementary and Susan B. Anthony Elementary. The primary purpose of Freedom School Summer Program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, ROSE FAMILY CREATIVE EMPOWERMENT CENTER will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School Summer Program** respectively at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All RFCEC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFCEC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. RFCEC 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iii RFCEC shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 29 days, District shall reimburse RFCEC for direct services not to exceed **\$291,687.15** be made in installments upon receipt of three properly submitted invoices. The first invoice will be submitted during the month June in order to cover the overhead and staffing training costs. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (29)
Freedom School Summer Program	John Still K-8 Parkway Elementary Susan B. Anthony	\$291,687.15	150 students/per day
Total Amount		\$291,687.15	

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of **\$43,753.07** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, RFCEC and each of RFCEC 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, RFCEC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. RFCEC will also provide a written endorsement to such policies-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 RFCEC to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from May 24, 2021, through August 6, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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 as 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. RFCEC 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, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFCEC and/or

its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC 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. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between RFCEC and the 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.

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

O. 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.

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

Q. 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: DocuSigned by:
Rose Ramos
CC8FE7C204D7402... _____ 06/18/2021 _____
 Rose Ramos Date
 Chief Business Officer
 Sacramento City Unified School District

AGENCY NAME: ROSE FAMILY CREATIVE EMPOWERMENT CENTER

By: Jackie Rose _____ 06/21/2021 _____
 Authorized Signature Date

Print Name: JACKIE ROSE

Title: CEO/DIRECTOR

Sacramento City Unified School District and Rose Family Creative Empowerment Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for Leataata Floyd that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of ROSE FAMILY CREATIVE EMPOWERMENT CENTER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFCEC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Rose Family Creative Empowerment Center shall:

1. All Freedom School Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Provide a comprehensive Summer Learning academic, enrichments and recreation program based on the Freedom School proposal.
3. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by RFCEC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Program" Report on status of all outcomes and objectives.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **RFCEC shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. No field trips will be sponsored due to COVID-19.
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 summer program 7/30/21 and sufficient staffing to maintain a 10:1 student/staff ratio.**

16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff 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 program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate 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 weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Rose Family Creative Empowerment Center
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education

2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols

3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly

5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Freedom School Programs to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate Freedom School programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

COVID-19 Addendum

In further consideration for this Agreement, RFCEC enters this COVID-19 Addendum as RFCEC would be providing services from the school sites:

1. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFCEC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district’s facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

RFCEC: _____

Address: _____

Signature and Title: _____

Work Phone: __

Other Phone: ____

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Sacramento Chinese Community Service Center**

The Sacramento City Unified School District (“District”) and the Sacramento Chinese Community Service Center (THE CENTER) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on June 1, 2021 (“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 SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2021: Abraham Lincoln Elementary, Albert Einstein Middle, Bowling Green Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, Cesar Chavez Intermediate, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, John Cabrillo Elementary, Nicholas Elementary, O.W.Erlewine Elementary, Pacific Elementary, Pony Express Elementary, Tahoe Elementary, Washington Elementary, Will C Wood, William Land Elementary and Woodbine Elementary. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER will work collaboratively with the District to develop, support, coordinate, and implement the ***SummerMatters* program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All THE CENTER employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. THE CENTER shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. THE 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iv. THE CENTER shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse THE CENTER for direct services not to exceed **\$1,066,435.10** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (24)
Summer Program	Abraham Lincoln Albert Einstein Bowling Green California Camellia Basic Caroline Wenzel Cesar Chavez Int. Elder Creek Ethel Phillips Fern Bacon Golden Empire John Cabrillo Nicholas O.W. Erlewine Pacific Pony Express Tahoe Washington	\$1,066,435.10	2190

	Will C Wood, William Land Woodbine		
Total Amount		\$1,066,435.10	

The final installment shall not be invoiced by THE CENTER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, THE CENTER shall provide documentation of **\$159,965.25** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, THE CENTER and each of THE 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, THE CENTER shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. THE CENTER will also provide a written endorsement to such policies-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 THE CENTER to the District.

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. THE 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. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify THE CENTER of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, THE 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* THE CENTER shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as

adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 1, 2021, through July 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least thirty (30) days written notice.

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 as 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. THE 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, willful misconduct, negligence, injury or other causes of action or liability proximately caused by THE CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. THE 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.

I. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. 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.

K. 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.

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

M. Entire Agreement. This Agreement constitutes the entire agreement between THE CENTER and the 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.

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

O. 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.

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

Q. 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:

DocuSigned by:

Rose Ramos

CC6FE7C204D7402...

By: _____

Rose Ramos
Chief Business Officer
Sacramento City Unified School District

07/02/2021

Date

AGENCY NAME: SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

By: _____

Authorized Signature

6-21-21

Date

Print Name: Henry Kloczkowski

Title: President / Executive Director

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of SACRAMENTO CHINESE COMMUNITY SERVICE CENTER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, THE CENTER site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Sacramento Chinese Community Service Center shall:

1. All Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by THE CENTER and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **THE CENTER shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. No field trips will be sponsored due to COVID-19.
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 summer program 7/30/21 and sufficient staffing to maintain a 10:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.

17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff 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 program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate 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 weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Sacramento Chinese Community Service Center
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.


COVID-19 Addendum

In further consideration for this Agreement, THE CENTER enters this COVID-19 Addendum as THE CENTER would be providing services from the school sites:

1. THE CENTER agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. THE CENTER agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. THE CENTER will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

THE CENTER: _____

Address: 420 I St., Suite 5, Sacramento CA 95814

Signature and Title:  President/Executive Director

Work Phone: (916) 442-4228 Other Phone: 916-505-7385 (mobile)
ext. 105

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
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 on June 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage TARGET EXCELLENCE to develop, maintain and sustain SummerMatters@SCUSD Program, providing summer academic and enrichment services to the following sites during summer 2021: James Marshall Elementary and Rosa Parks K-8. The primary purpose of *SummerMatters* program is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, TARGET EXCELLENCE will work collaboratively with the District to develop, support, coordinate, and implement the ***SummerMatters* program** at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. All TE employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students must undergo a criminal background investigation by SCUSD.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. TE shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development 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 expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

iv. TE shall adhere to SCUSD's *Return to Health* guidelines and all federal, state, and local health and safety regulations pertaining to COVID-19.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 24 days, District shall reimburse TE for direct services not to exceed **\$59,605.00** be made in installments upon receipt of two properly submitted invoices. The first invoice will be submitted during the month of July. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance/ Target Days (24)
Summer Program	James Marshall Rosa Pars K-8	\$59,605.00	80
Total Amount		\$59,605.00	At Rosa Parks, agency will help SCOE with the program administration.

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 **\$8,940.75** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services 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 certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. TE will also provide a written endorsement to such policies-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.

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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.

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misconduct, negligence, injury or other causes of action or liability proximately caused by TE and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. TE 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.

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M. Entire Agreement. This Agreement constitutes the entire agreement between TE and the 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.

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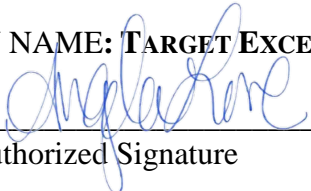
Q. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

DISTRICT:

By: _____	<small>DocuSigned by:</small>  <small>CC8FE7C204D7402...</small>	07/02/2021 _____
Rose Ramos Chief Business Officer Sacramento City Unified School District		Date

AGENCY NAME: TARGET EXCELLENCE

By: _____		June 21, 2021 _____
Authorized Signature		Date

Print Name: Angela Love

Title: Executive Director

Sacramento City Unified School District and Target Excellence:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist that will provide the support and guidance needed to operate the Summer Learning program.
4. Meet weekly with the PROGRAM MANAGER of TARGET EXCELLENCE to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. 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.
10. Provide breakfast and lunch that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, TE site liaison and site administrator to identify program needs, successes and assistance.
13. Provide regular feedback to strengthen future partnerships.
14. Assist with the coordination of the special events.

Target Excellence shall:

1. All Program staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
2. Staff will conduct a minimum of two parent orientations and weekly online parent/guardian check-in nights.
3. Provide a comprehensive Summer Learning academic, enrichments and recreation program.
4. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the proposal. Student days of attendance will be monitored by TE and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
5. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
6. Maintain and provide to the District weekly attendance and program activities records.
7. **TE shall maintain 85% or above of targeted attendance for the school site for the entire program.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. No field trips will be sponsored due to COVID-19.
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 summer program 7/30/21 and sufficient staffing to maintain a 10:1 student/staff ratio.**

16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting family engagement.
20. Other areas as agreed upon by both parties.

Youth Development shall:

1. Designate a staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff 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 program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Work with the site administrator to designate 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 weekly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrators to identify program needs, successes and assistance.

Sacramento City Unified School District and Target Excellence
Program Expectations
Attachment B

District Expectations for Summer Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety including COVID-19 guidelines outlined in SCUSD's *Return to Health* plan
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours as outlined in the proposal
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Volunteer Process – Policies, Procedures, Protocols
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 10:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
 - e. Scheduling a minimum of two orientations a week prior to the start of the programming
 - f. weekly online parent/guardian check-in nights during summer programming
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Summer Matters Program to accelerate student learning
 - c. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
8. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
9. Area representatives will evaluate summer school programming based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
10. Program managers and instructional aids will participate in district offered professional development.
11. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.


COVID-19 Addendum

In further consideration for this Agreement, TE enters this COVID-19 Addendum as TE would be providing services from the school sites:

1. TE agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. TE agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. TE will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district’s facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.
8. The District reserves the right to stop the agency from providing in-person services in case there is a spike in COVID infections.

TE: Angela Love

Address: 2030 W El Camino Ave Suite 210 Sacramento CA 95833

Signature and Title:  Executive Director

Work Phone: (916) 214-5433

Other Phone: (916) 214-5433



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00029756**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **July 01, 2021** ("Effective Date"), by and between Sacramento City Unified School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2022 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2021-2022 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is



exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to:



(a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Lisa Allen
Deputy Superintendent
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824-4528
Tel: (916) 643-7400
lisa-allen@scusd.edu

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.



9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

COLLEGE BOARD

Signature

Rose Ramos

Name

Chief Business Officer

Title

Date

DocuSigned by:

Jeremy Singer

Signature

Jeremy Singer

Name

President

Title

06/11/2021

Date

**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.



6. Changes to Participating Schools. Changes to the list of Participating Schools cannot be made after **September 10, 2021**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks², trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT/NMSQT Assessment Administration. The exam shall be administered on **October 13, 2021**. The alternate exam test administration is on **October 26, 2021**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

4. Client Testing Delays. Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
American Legion High School	052700
C K McClatchy High School	052705
Capital City School - Independent Study	052909
George Washington Carver School of Arts and Science	053015

² PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



Health Professions High School	053984
Hiram W Johnson High School	052717
John F Kennedy High School	052713
Kit Carson International Academy	054889
Luther Burbank High School	052719
Met Sacramento High School	053916
Rosemont High School	053927
Sacramento Accelerated Academy	050808
Sacramento New Technology High School	053012
School of Engineering and Sciences	054286
West Campus High School	052728

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: PSAT/NMSQT with PSAT 8/9 and SAT School Day	Multi-Assessment Pricing: • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than **October 29, 2021**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees.

³ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
Form Approved By College Board Legal January 2020

**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9® exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

1. Materials for Students:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential™ for students in 9th grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide, available via College Board website.
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

5. Change to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.



III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 8/9 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2021 and March 2022, and its second testing date in April 2022. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a ‘PSAT 8/9 Delay Event’), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator’s Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its’ employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.



- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Sacramento City Unified School District	A.M. Winn Public Waldorf	059899	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Albert Einstein Middle School	059144	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Alice Birney Waldorf K-8 School	059891	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	American Legion High School	052700	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	C K McClatchy High School	052705	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	California Middle School	059145	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Capital City School - Independent Study	052909	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Capital City School - Independent Study	052909	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Father Keith B Kenny K-8 School		8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Fern Bacon Middle School	059146	8	Sep 20, 2021 - Jan 28, 2022



Sacramento City Unified School District	Genevieve F. Didion K-8 School	059174	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	George Washington Carver School of Arts and Science	053015	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Health Professions High School	053984	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Hiram W Johnson High School	052717	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	John F Kennedy High School	052713	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	John Morse Therapeutic Center	059425	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	John Still K-8	059147	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Kit Carson International Academy	054889	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Kit Carson International Academy	054889	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Leonardo Da Vinci School	059894	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Luther Burbank High School	052719	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Martin Luther King Jr K-8 School	059892	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Met Sacramento High School	053916	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Rosa Parks Middle School	059890	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Rosemont High School	053927	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Sacramento Accelerated Academy	050808	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Sacramento Accelerated Academy	050808	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Sacramento New Technology High School	053012	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Sam Brannan Middle School	059149	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	School of Engineering and Sciences	054286	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Success Academy	059904	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Success Academy	059904	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Sutter Middle School	059024	8	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	West Campus High School	052728	9	Sep 20, 2021 - Jan 28, 2022
Sacramento City Unified School District	Will C Wood Middle School	059151	8	Sep 20, 2021 - Jan 28, 2022



V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools⁴ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing:	Multi-Assessment Pricing:
	PSAT 8/9 with SAT School Day, and PN and/or P10	<ul style="list-style-type: none"> • PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2021 – Jan. 2022	October 29, 2021
Feb. 2022 – Mar. 2022	January 28, 2022
April 2022	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

3. Restrictions. No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

4. Unused Tests (paper and pencil). Participating Schools will not incur unused test fees.

⁴ College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
Form Approved By College Board Legal January 2020



**SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client in administering the SAT exam during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. SCOPE

College Board shall furnish the following SAT School Day materials and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

1. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- f. If Client is administering digital testing ('Digital Testing'), students will receive online access to the Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.
- c. If Client is administering Digital Testing, schools will receive online access to the Digital Testing platform and download applications, Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform, and SAT SD Digital Testing Coordinator Manual (copies sent to schools based on Client's bulk registration file; one per 10 students registered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is

available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).
7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 13, 2021	September 3, 2021
October 28, 2021	September 3, 2021
March 2, 2022	January 28, 2022
March 23, 2022	February 11, 2022
April 13, 2022	March 10, 2022
April 26, 2022	March 25, 2022

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

9. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**
10. **Dedicated School Day Customer Service for Educators:**
College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
- Step-by-step assistance with College Board online tools (SSD System)
 - Assistance with completing required forms (AI Request Form)
 - Assistance with obtaining additional materials (Publications)
 - Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in



this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. SAT Data and Reporting. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2022 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. SAT Test Dates and Participating Grade. Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 02, 2022	March 23, 2022

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 26, 2022 Primary Test Date.

4. Administering the SAT. The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an 'SAT Delay Event'), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration, or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right



to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering Digital Testing):

- a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
 - d. Bulk Registration is required for schools electing Digital Testing.
- 7.** There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
- 8.** If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test Preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
American Legion High School	052700	SAT School Day: March 2, 2022
C K McClatchy High School	052705	SAT School Day: March 2, 2022
Capital City School - Independent Study	052909	SAT School Day: March 2, 2022
George Washington Carver School of Arts and Science	053015	SAT School Day: March 2, 2022
Health Professions High School	053984	SAT School Day: March 2, 2022
Hiram W Johnson High School	052717	SAT School Day: March 2, 2022
John F Kennedy High School	052713	SAT School Day: March 2, 2022
Kit Carson International Academy	054889	SAT School Day: March 2, 2022
Luther Burbank High School	052719	SAT School Day: March 2, 2022
Met Sacramento High School	053916	SAT School Day: March 2, 2022
Rosemont High School	053927	SAT School Day: March 2, 2022
Sacramento Accelerated Academy	050808	SAT School Day: March 2, 2022



Sacramento New Technology High School	053012	SAT School Day: March 2, 2022
School of Engineering and Sciences	054286	SAT School Day: March 2, 2022
West Campus High School	052728	SAT School Day: March 2, 2022

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: SAT School Day with PSAT 8/9, and PN and/or P10	Multi-Assessment Pricing: • SAT School Day with either PN or P10 or PSAT 8/9 • At least <u>two</u> grades testing for SAT School Day
≥0% and <50%	\$36.00	\$39.00
≥50% and <75%	\$33.00	\$38.00
≥75%	\$30.00	\$36.00

Client will be charged a fixed fee based on enrollment as noted above, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment by the following deadlines:

Administration Date	Deadline to submit updated enrollment
October 13, 2021	October 29, 2021
October 28, 2021	
March 2, 2022	January 28, 2022
March 23, 2022	
April 13, 2022	March 4, 2022
April 26, 2022	

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org as noted above.

Notwithstanding the foregoing, after the administration of the assessment, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the then-current rate per student as indicated on College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>.

3. Restrictions. There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

4. Unused Tests. Participating Schools will not incur unused test fees.



VI. CLIENT CONTACT INFORMATION

	Primary ⁵	Data Recipient ⁶	Billing ⁷	Bulk Registration (optional) ⁸
Name:	Ed Eldridge	Ed Eldridge	Jessica Sulli	Jennifer Ellerman
Title:	Director of Strategy & Innovation	Director of Strategy & Innovation	Contracts Specialist	Coordinator
Address:	5735 47th Ave	5735 47th Ave	5735 47th Avenue	5735 47th Ave
City/State/Zip:	Sacramento, CA 95824	Sacramento, CA 95824	Sacramento, CA 95824-4528	Sacramento, CA 95824-4528
Phone:	(916) 643-9420	(916) 643-9420	(916) 643-2464	(916) 643-9420
Email:	ed-eldridge@scusd.edu	ed-eldridge@scusd.edu	jessica-sulli@scusd.edu	jennifer-ellerman@scusd.edu

⁵ This is the person to whom College Board should direct primary communications.

⁶ This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁷ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁸ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee Without Essay - 11th Grade	July 1, 2021	June 30, 2022	3,070	\$55.00	\$168,850.00	\$76,750.00	\$92,100.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2021	June 30, 2022	3,114	\$14.00	\$43,596.00	\$15,570.00	\$28,026.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2021	June 30, 2022	3,289	\$14.00	\$46,046.00	\$16,445.00	\$29,601.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	3,223	\$18.00	\$58,014.00	\$19,338.00	\$38,676.00

Subtotal: \$316,506.00

Total Discount: \$128,103.00

Total Cost: \$188,403.00

Addendum No. 1 to Technology Services Agreement for Education Code Section 49073.1 Compliance

Instructions: Please update all items highlighted below and delete these instructions prior to finalization of document.

This Addendum No. 1 (“Addendum”) is entered into between Sacramento Unified School District (“LEA”) and College Board (“Service Provider”) on 7/1/2021 (“Effective Date”)

WHEREAS, the LEA and the Service Provider entered into an agreement titled College Readiness and Success Contract # CB-00029756 (“Technology Services Agreement”) from 7/1/2021 – 6/30/2022.

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services PSAT/NMSQT, PSAT 8/9 and SAT School Day Exam Administration (“Services”);

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (“AB 1584”, currently found in Education Code section 49073.1), the California Education Code, the Children’s Online Privacy and Protection Act (“COPPA”), and the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1.;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement, including Attachment A, attached hereto and incorporated herein by this reference, and the College Readiness and Success Contract # CB-00029756 (collectively the “Agreements”). For the purposes of this Addendum, a “Pupil Record” or Pupil Records” include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil or LEA, either directly or through the use of instructional or other software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s

products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, provided to the College Board, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's or the individual's students express written consent or as permitted by the Agreements, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1. Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

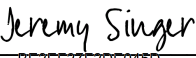
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or de-identify all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1. Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1. Promptly notify the LEA of the suspected or actual incident upon confirmation of the incident;
 - 7.2. Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3. Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum and the College Readiness and Success Contract # CB-00029756 shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA

and Education Code Section 49073.1. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.

- 9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
- 10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

IN WITNESS WHEREOF, parties execute this Addendum on the dates set forth below.

SCUSD Representative

DocuSigned by:

 BE2EF27F2DE045D...
 [Service Provider Representative]

Chief Information Officer

President
[Title]

[DATE]

06/11/2021
[DATE]

ATTACHMENT A
(College Board Use of SAT Program Information and Data)

1. College Board's Use of Student Data

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below (1) when it has obtained the express, informed, written consent of the student, (if the student is of the age of majority), or the parent or legal guardian (if the student is a minor), when the student is being registered for a College Board assessment; or (2) if the student and/or parent/legal guardian otherwise forms a direct relationship with College Board.

College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. Upon receiving the written consent of the student or student's parent or legal guardian as described above, College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.
- b. Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if College Board has obtained the prior, affirmative written consent of the student or the student's parent or legal guardian. To the extent such affirmative written consent has been legally obtained, College Board may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers. As part of the explanation of the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining how the PII will be licensed.
- c. Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:
 - (i) College and University Electronic Score Reports and Paper Score Reports: Students can select to send their scores to colleges, when they register for the SAT exam, when they take the test, or after they receive their scores. Through 'score choice,' students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
 - (ii) SAT Trend Reports: College and universities can see reports containing only de-identified data on trends of students who send scores to their schools.
- d. Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential, consistent with all applicable laws.
 - (i) Access to Opportunity (A2O): College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources, including college application fee waivers, designed to address barriers they may face in the path to college access.

(ii) Realize Your College Potential: Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.

(iii) State Scholarship Feeds/Data: State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.

(iv) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars and National Merit Scholars): National Merit Scholars receives Student Data to provide students with the opportunity to receive national recognition and scholarships. Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.

(v) Enhancing and Customizing Student Practice: Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.

e. Score Reporting to States, Schools and Districts:

(i) K12 Reporting Portal: An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.

(ii) Integrated Summary Reporting: Aggregate Data reporting from across SAT[®], PSAT Suite (PSAT[™] 8/9, PSAT[™] 10 and PSAT/NMSQT[®]).

(iii) Schools and districts can receive test-taking rosters, of their students through an online portal.

(iv) SAT Score Reporting to Students: Paper and online reports are delivered to students after each administration of the SAT.

(v) SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.

h. Research

(i) College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.

2. **Clarifications on College Board's Use of Student Data:**

To the extent permitted by law, any contractual restrictions on College Board's use of a student's data does not:

a. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.

b. Prohibit College Board from marketing educational products directly to parents or legal guardians of students so long as College Board has obtained prior, informed affirmative written consent from the student's parent/legal guardian.

c. Prohibit maintenance, development, support, improvement, or troubleshooting of College Board's website, online service, online application, or mobile application.

d. Prohibit the response to a student's request for information or feedback related to any services provided under this Contract, provided College Board does not receive any payment or other consideration from a third party for the information or feedback.

**FIFTH AMENDMENT
TO
MASTER SERVICES AND LICENSE AGREEMENT**

This FIFTH AMENDMENT TO MASTER SERVICES AND LICENSE AGREEMENT (this "5th Amendment") dated July 1, 2021 between Accelerate Education Incorporated and Sacramento City USD.

RECITALS

Whereas, ACCELERATE and Customer entered into a Master Services and License Agreement effective as of August 15, 2016 ("Effective Date"); and Whereas, each of the parties now desire to amend the terms of that Agreement.

Now, therefore, the parties hereto hereby agree as follows.

AGREEMENT

1. Amendments to the Agreement

Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows:

**Exhibit B
Pricing and Payment Schedule**

1500	Credit Recovery Seat with Instruction	User Seat License is one enrolled student with up to 4 Credit Recovery courses at any point in time within the year. Includes Content, Hosting, Support, and Instruction from CA Cert HQ Teachers. Bio/Chem/Physics included virtual labs.	\$179.90	\$269,850.00
Additional Information			Subtotal	\$269,850.00
<ul style="list-style-type: none"> - Once a student completes or drops from a Seat, License is open for another student - Physical Materials not Included - IDEAL Learning Library if hosted by AE - CMS Edit for Full Time Seats if hosted by AE - School branded login page and logo within LMS included for Full Time Seats 			Tax	\$0.00
			Total	\$269,850.00

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

2. Miscellaneous

(a) The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

(b) Except as expressly amended and modified by this Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

ACCELERATE EDUCATION INCORPORATED

By _____
Name: Michael Axtman
Title: President/CEO
Date:

SACRAMENTO CITY USD

By _____
Name: Rose Ramos
Title: Chief Business Officer
Date:

**Master Services and License Agreement
Between
Sacramento City USD
and
Accelerate Education**

Sacramento City USD ("**Customer**") and Accelerate Education Incorporated, a Nevada corporation ("**Accelerate**") enter into this Master Services and License Agreement (the "**Agreement**") as of the 15th day of August, 2016.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, which Accelerate may from time to time provide to Customer hereunder (the "**Licensed Materials**") and which Customer and Accelerate agree shall be added to Exhibit A. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any Accelerate Intellectual Property therein.

"Accelerate Intellectual Property" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive, royalty-free license to access and use the Licensed Materials listed in Exhibit A during the term of this Agreement. All such access and use of the Licensed Materials shall be subject to the terms and conditions hereof.

Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the Licensed Materials except as provided herein. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials. Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Licensed Materials. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

4) Term and Termination

Initial Term. The initial term of this Agreement ("**Initial Term**") shall commence on the date of the Agreement and shall continue for a three (3) year period. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12-month periods (each, a "**Renewal Term**") unless either party notifies the other at least thirty (30) days prior to the end of such relevant Initial Term or Renewal Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in the Exhibit B attached hereto.

Accelerate shall invoice Customer for Licensed Materials in Exhibit A. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

Intellectual Property. Accelerate represents and warrants that neither Accelerate, in connection with performing the Services, nor the Licensed Materials will knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person.

7) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement. Customer will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials and Accelerate Intellectual Property.

8) Limited Liability

ASIDE FROM THE WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO THE REFUND OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9) FERPA

Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Sacramento City USD 5735 47th Avenue	Accelerate Education 3655 W Anthem Way Suite A-109237
Sacramento, CA 95824	Anthem, AZ 85086
Tel: (916) 643-7400	Tel: 866-705-5575
Fax:	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Each party shall indemnify, defend, and hold the other harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of this Agreement by the indemnifying party. This is upon the condition that the party seeking indemnification shall give the other party prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. No costs or expenses shall be incurred for the account of the other party without its written consent.

14) Dispute Resolution & Mediation

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that

details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Arizona. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

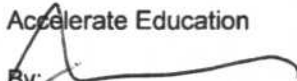
16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written.

Accelerate Education
By: 
Michael Axtman, President/CEO

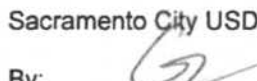
Sacramento City USD
By: 
Printed Name: Gerardo Castillo
Title: Chief Business Officer

Exhibit A
Licensed Materials

Credit Recovery Course Catalog



High School

MATH

Algebra 1 A&B
Algebra 2 A&B
Consumer Math A&B
Integrated Math 1 A&B
Integrated Math 2 A&B
Geometry A&B
Pre-Algebra A&B

LANGUAGE ARTS

Language Arts 9 A&B
Language Arts 10 A&B
Language Arts 11 A&B
Language Arts 12 A&B

SOCIAL STUDIES

American Government
American History A&B
Civics
Economics
World Geography and Cultures A&B
World History A&B

SCIENCE

Biology A&B
Chemistry A&B
Earth Science A&B
Physical Science A&B
Physics A&B

WORLD LANGUAGES

Spanish 1 A&B
Spanish 2 A&B
Spanish 3 A&B
French 1 A&B
French 2 A&B

HEALTH & P.E.

Health A&B
Physical Education

ELECTIVES

Art Appreciation
Character Education
Child Development
Entomology (Jan 2017)
Marine Science
Music Appreciation
Paleontology
Psychology
Relationships (Jan 2017)
Renewable Energy
Theater Studies
Seven Habits for Success
Sociology A&B
Space Exploration
World Religions

CAREER ELECTIVES

Computer Basics
Hospitality and Tourism
Media & Communication
Medicine
Retailing

Original Credit Course Catalog

High School

MATH

Algebra 1 A&B
Algebra 2 A&B
Consumer Math A&B
Geometry A&B
Honors Algebra 1 A&B
Honors Algebra 2 A&B
Honors Geometry A&B
Integrated Math 1 A&B
Integrated Math 2 A&B
Integrated Math 3 A&B
Pre-Algebra A&B
Pre-Calculus
Trigonometry

LANGUAGE ARTS

Creative Writing
Language Arts 9 A&B
Language Arts 10 A&B
Language Arts 11 A&B
Language Arts 12 A&B
Honors Language Arts 9 A&B
Honors Language Arts 10 A&B
Honors Language Arts 11 A&B
Honors Language Arts 12 A&B
English Language Development A&B
Reading Skills
Speech

SOCIAL STUDIES

American Government
American History A&B
Anthropology
Civics
Economics
Honors American Government
Honors American History A&B
Honors Economics
Honors World History A&B
World Geography and Cultures A&B
World History A&B

SCIENCE

Anatomy and Physiology
Biology A&B
Botany and Zoology
Chemistry A&B
Earth Science A&B
Entomology (1/2017)
Environmental Science
Honors Biology A&B
Honors Chemistry A&B
Honors Physics A&B
Marine Science
Paleontology
Physical Science A&B
Physics A&B
Renewable Energy
Space Exploration

WORLD LANGUAGES

Spanish 1 A&B
Spanish 2 A&B
Spanish 3 A&B
French 1 A&B
French 2 A&B
Chinese 1 A&B
Chinese 2 A&B

HEALTH & P.E.

Alcohol, Tobacco and other
Drugs (1/2017)
Health A&B
Individual and Team Sports
(1/2017)
Physical Education A&B

ELECTIVES

Advanced Drawing (1/2017)
Calligraphy (1/2017)
Art Appreciation
Basic Drawing
Beginning Painting (1/2017)
Career Planning
Character Education
Child Development
Graphic Design
Life Management Skills
Music Appreciation
Psychology
Relationships (1/2017)
Research
Seven Habits
Sociology A&B
Study Skills and Strategies
Theater Studies
World Religions

CAREER ELECTIVES

Basic Web Design
Business Communication
Computer Basics
Digital Arts
Essentials of Business
Financial Literacy
Hospitality and Tourism
JavaScript
Law and Ethics
Media and Communication
Medicine
Retailing
Work Environment

ADVANCED PLACEMENT

AP Calculus AB A&B
AP Calculus BC A&B
AP English Literature and Composition A&B
AP Physics 1, 2 A&B
AP Physics C A&B

**Exhibit B
Pricing and Payment Schedule**

Credit Recovery Online Courses

Annual User Seat Subscription Fees

Grades 9-12	Curriculum/Hosting/Instructional Support
Block of 10 User Seats	\$1850

- Seats include any Course, Hosting, Support and CA HQ Instruction in the Credit Recovery catalog in Exhibit A.
- Seats also include enrollment in a Course, Hosting and Support (no Instruction) in an Original Credit Catalog in Exhibit A.
- Students can be enrolled in up 4 Semester courses at once.
- When a student is enrolled in a course the seat is occupied. When they complete or drop, the seat is open again for another student.
- Physical Materials not Included
- IDEAL Learning Library is included
- Mentor Training is required

High School Online Courses

User License Fees

Grades 9-12	Individual Course
Accelerate Online Academy Content, Hosting, Support and Instruction	285
Instruction for Annual User Seat	155

- Individual Course Fees are Per Student / Per Semester / Per Course
- Physical Materials not Included
- IDEAL Learning Library is included

Training

Online Admin/Mentor Training	1 Day Onsite	\$2,500
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- Includes Expenses

Online Course License and Training Purchase

Qty	Description	Unit Price	Line Total
1	Onsite Admin/Mentor Training for as many staff members as needed	\$2,500	\$2,500
30	Block of 10 Annual Credit Recovery Seats	\$1,850	\$55,500
300	Instruction Fee for a 1 semester course to one student in an Original Credit Course	\$155	\$46,500
50	Single Semester Enrollments into the Accelerate Online Academy	\$285	\$14,250
		Total	\$118,750

Payment Terms Net 30 from Invoice Date

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate ("Fitness Courses") agree in writing to be bound by and to comply with the consent and release terms of use ("Terms of Use") set forth below, and the code of conduct ("Code of Conduct") set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent's permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.
2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Gerardo Castillo
Chief Business Officer

Print Name: _____

Date: 6/28/16

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement.

Accelerate Education

By:  _____

Title: P. J. A. / CEO

Customer

By:  _____

Title: Gerardo Castillo, Chief Business Officer