



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: October 4, 2012

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

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

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

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

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES/MAINTENANCE & OPERATIONS</u>		
A12-00107 Sacramento Housing & Redevelopment Agency	7/1/12 – 12/31/13: Grant to construct a 32-plot community garden at Will C. Wood Middle School. Includes clearing and grading, installation of irrigation, decomposed granite and mulch, installation of perimeter fencing, picnic tables, tool shed, compost area, and installation of planting beds, fruit trees and landscaping.	\$50,000 Community Development Block Grant
<u>YOUTH DEVELOPMENT</u>		
A13-00041 California Department of Education	7/1/12 – 12/31/13: 21 st Century Community Learning Centers Program - Core Grant. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment, and creation of before school (BS) programs at six of the sites. This program complements the After School Education and Safety Core programs at the following sites: A.M. Winn (BS), Bowling Green, C.B. Wire (BS), Earl Warren (BS), Elder Creek, Ethel I. Baker (BS), Joseph Bonnheim, Maple, O.W. Erlewine, Pacific, Peter Burnett (BS), and Tahoe (BS) Elementary Schools. Community Partners: Sacramento Chinese Community Services Center, Boys and Girls Club of Greater Sacramento, Sacramento START, Target Excellence, Club Z.	\$1,278,882 No Match
A13-00042 California Department of Education	7/1/12 – 12/31/13: 21 st Century Community Learning Centers Program - Core Grant. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment, and creation of before school (BS) programs at five of the sites. This program complements the After School Education and Safety Core programs at the following sites: Bret Harte, Caroline Wenzel, C.P. Huntington, Leataata Floyd (BS), John Bidwell, John Still K-8 (Freeport), John Sloat, Mark Hopkins, Nicholas (BS), Parkway-Phoenix Park, Washington (BS), William Land (BS), and Woodbine Elementary Schools. Community Partners: Sacramento Chinese Community Services Center, Sacramento START, Target Excellence, Think Together, Boys and Girls Club of Greater Sacramento, Roberts Family Development Community Center, Center for Fathers and Families.	\$1,243,733 No Match

A13-00043 California Department of Education	7/1/11 – 12/31/12: 21 st Century Community Learning Centers Grant for After School Safety and Enrichment for Teens (ASSET) program. ASSET program provides opportunities for improved academic achievement, enrichment services that reinforce and complement the academic program, and family literacy and related educational development services at the following sites: American Legion, Hiram Johnson, John F. Kennedy, C.K. McClatchy, and Sacramento Charter High Schools. Community Partners: Sacramento Chinese Community Services Center and Target Excellence.	\$1,108,000 No Match
A13-00044 California Department of Education	7/1/12– 12/31/13: 21 st Century Community Learning Centers Program - Family Literacy Grant. Funds provide for a family literacy program at Bret Harte, C.P. Huntington, John Still K-8 (Freeport), John Bidwell, John Sloat, Jedediah Smith, Mark Hopkins, Nicholas, Parkway-Phoenix Park, Washington and Woodbine Elementary Schools.	\$220,000 No Match
A13-00045 California Department of Education	7/1/12– 12/31/13: 21 st Century Community Learning Centers Program - Family Literacy Grant. Funds provide for a family literacy program at Bowling Green, C.B. Wire, Earl Warren, Elder Creek, Ethel I. Baker, Joseph Bonnheim, Maple, Pacific, Peter Burnett, and Tahoe (BS) Elementary Schools.	\$200,000 No Match
A13-00046 California Department of Education	7/1/12– 12/31/13: 21 st Century Community Learning Centers Family Literacy Grant for After School Safety and Enrichment for Teens (ASSET) – Family Literacy Grant. Funds provide for a family literacy program at American Legion, Hiram Johnson, John F. Kennedy, C.K. McClatchy and Sacramento Charter High Schools.	\$100,000 No Match
A13-00047 California Department of Education	7/1/12 – 12/31/13: 21 st Century Community Learning Centers Grant for After School Safety and Enrichment for Teens (ASSET) – Equitable Access Grant. Provides for an equitable access program at American Legion High School.	\$25,000 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>LINKED LEARNING</u>		
SA09-00250 Regents of the University of California, Davis (Amendment No. 2)	7/10/12 – 7/9/13: Amendment to agreement with UC Davis CRESS Center to facilitate the California Subject Matters Program for schools participating in the Small Learning Communities Program (Luther Burbank, Hiram Johnson, John F. Kennedy, C.K. McClatchy, and Rosemont High Schools). Focus will be on teacher leadership development and implementation of the Common Core State Standards.	\$190,912 (Year 5) Smaller Learning Communities Cohort 8 Grant Funds

Agreement initially approved May 7, 2009 for years one through three of grant. This amendment is to extend agreement for year five. (*Amendment No. 1 extended agreement for year four*).

Professional development will be provided for 9th and 10th grade teachers in English Language Arts/Writing, Science, and Social Science/Reading subject areas. This professional learning will be explicitly aligned with the district's on-going integration of Common Core State Standards, and will serve to deepen the learning opportunities available to our teachers.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students. The U.S. Department of Education grant will assist us in: Strengthening the Smaller Learning Communities; Engaging students to become proficient learners; Creating a structure that enables students to "catch up"; Tutoring and other academic support; Professional development for teachers; Increasing the participation of students in upper-division college prep coursework; and Increasing the percentage of students entering post-secondary education.

YOUTH DEVELOPMENT

SA13-00172
Boys & Girls Club of
Greater Sacramento

7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century before and after school programs at Jedediah Smith, Edward Kemble, C.B. Wire and Ethel I. Baker Elementary Schools. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$323,734
After School
Education and Safety
Funds and 21st
Century Community
Learning Center
Funds

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

SA13-00173
Roberts Family
Development Center

7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs in the Marina Vista Community area during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$95,000
After School
Education and Safety
Funds
\$14,250 In-Kind
Match

Provide a summer program for Jedediah Smith students in the Marina Vista community. Program includes academic development, enrichment opportunities, health and well being supports.

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

SA13-00174
New Hope Community
Development Corp.

7/1/12 – 6/30/13: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century after school programs at Sol Aureus College Preparatory Independent Charter School and William Land Elementary School during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children's education.

\$170,000
After School
Education and Safety
Funds and 21st
Century Community
Learning Center
Funds

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

SA13-00175
Think Together

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

\$431,566
After School
Education and Safety
Funds and 21st
Century Community
Learning Center
Funds

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

SA13-00176
Center for Fathers and
Families

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

\$225,000
After School
Education and Safety
Funds and 21st
Century Community
Learning Center
Funds

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

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Health Professions High School Success Academy	None	Recycle
Office Equipment	Health Professions High School	None	Recycle
Audio/Visual Equip.	Health Professions High School	None	Recycle

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice(s) are submitted for approval.

CONTRACTOR	PROJECT and DESCRIPTION OF CHANGE	
Landmark Construction	John F. Kennedy Parking Lot Improvements Bid No. 700-0525	
	Change Order No. 1. Unforeseen Change Order. Unknown conditions materially differ from contract documents.	\$-152
	Initiated by: District / Engineer	
	Description: Deductive change order for deletion of Type II slurry and addition of seal coat.	\$-49,490
	Description: Additional 9,000 sf of excavation, compact subgrade and install Geogrid, place and compact Class II AB.	\$45,177
	Description: Grind and excavate for soil prep, dry and re-compact, removal of 4" of existing pavement.	\$4,161
	Change Order Subtotal:	\$-152
	Original Contract:	\$349,291
	Previously Authorized Change Orders:	\$-0-
	New Contract Amount / Total Change Order %:	\$349,139
	Contract Time will be extended by:	-0- days

AGREEMENT FOR SERVICES

SA13-00172

Between

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

And

Boys and Girls Club of Greater Sacramento

The Sacramento City Unified School District (“District”) and the **Boys and Girls Club of Greater Sacramento** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1st, 2012 (“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 programs that offer support services to Jedediah Smith, Edward Kemble, CB Wire, and Ethel I Baker Elementary Schools during the critical before and after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and Boys and Girls Club of Greater Sacramento will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century before and after school programs at Jedediah Smith, Edward Kemble, CB Wire, and Ethel I Baker Elementary Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse Boys and Girls Club of Greater Sacramento for direct services not to exceed \$323,734, (at a rate of \$5.72-5.80 per student based on 177 days) to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- Jed Smith: (84 students) \$85,158 ASES
- Ed Kemble (84 students) \$86,278 ASES
- CB Wire (64 students) \$65,702 21C
- Ethel I Baker: (60 students) \$61,596 21C
- Jed Smith Before School: (40 students) \$25,000 21C

The final installment shall not be invoiced by Boys and Girls Club of Greater Sacramento or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, Boys and Girls Club of Greater Sacramento shall provide documentation of \$48,560 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Boys and Girls Club of Greater Sacramento, and each of Boys and Girls Club of Greater Sacramento 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, Boys and Girls Club of Greater Sacramento shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Boys and Girls Club of Greater Sacramento will also provide a written endorsement to such policy-naming District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Boys and Girls Club of Greater Sacramento to the District.

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

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

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

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

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

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

J. Assignment. This Agreement is made by and between Boys and Girls Club of Greater Sacramento and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

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

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

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

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

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

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

DISTRICT:

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

Date

BOYS AND GIRLS CLUB OF GREATER SACRAMENTO:

By: Maureen Price
Authorized Signature

9/18/2012
Date

Print Name: MAUREEN PRICE

Title: CEO

3 9/17/12

ASP: Sacramento City USD and Boys and Girls Club of Greater Sacramento
Scope of Services
Attachment A*

DISTRICT shall:

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

BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall:

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

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

School Site shall:

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

Expectations for SCUSD Before and After School Programs

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

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

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

AGREEMENT FOR SERVICES**Between****SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services****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 July 1, 2012 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage RFDC to develop, maintain and sustain programs that offer support services to at least 84 students in Marina Vista Community area that services Jedediah Elementary School during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target (84) or at minimum 85% of said target, District shall reimburse RFDC up to

\$95,000, (at a rate of \$6.28 per student based on 180 days and summer program) to be made in quarterly installments upon receipt of properly submitted invoices. 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 \$14,250 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, 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 policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. RFDC will also provide a written endorsement to such policy-naming District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the RFDC to the District.

E. Fingerprinting Requirements. 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. RFDC at its sole cost and expense shall obtain or pay for fingerprinting and TB clearance for all of RFDC's employees before services can begin. 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. Prohibition against Recruiting or Soliciting Students to Enroll in Supplemental Educational Services Offered by RFDC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____
Patricia A. Hagemeyer, Chief Business Officer
Sacramento City Unified School District

Date

RFDC :

By: Derrell Roberts
Authorized Signature

9/14/12
Date

Print Name: Derrell Roberts

Title: CEO/Co-founder

9/14/12

ASES: Sacramento City USD and RFDC
Scope of Services
Attachment A*

DISTRICT shall:

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

RFDC shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include up to one hour of homework and tutoring assistance daily from school closure until 6:00 PM at Marina Vista Community area for 84 students. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by RFDC and adjustments made to ensure that the **program maximizes all funding reimbursements not exceeding available funding.**
3. Maintain and provide to the District monthly attendance and program activities records.
4. RFDC will provide an End of Year report on status of all outcomes and objectives.
5. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
6. Develop special activities or field trips for the sites individually and collectively. The RFDC shall obtain prior District approval, prior parental permission for students' participation in RFDC -sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
7. Attend and provide monthly reports at the Youth Engagement Advisory Board meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
8. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
9. Have lead program manager attend minimally monthly professional development with District
10. Communicate progress of project/partnership development on a timely and consistent manner to the District
11. Communicate new partnership opportunities with the District.
12. Provide at least one full time program manager that is employed until end of contract 6/30/13 and sufficient staffing to maintain a 20:1 student/staff ratio.
13. Utilize an identified assessment tool to assess and evaluation quality of programs as the monitoring and evaluation device on a monthly basis.
14. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
15. Act as liaison with parents in supporting the Family Literacy component
16. Other areas as agreed upon by both parties,

Expectations for SCUSD Before and After School Programs

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

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

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

AGREEMENT FOR SERVICES

SA13-00174

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

New Hope Community Development Corporation

The Sacramento City Unified School District (“District”) and the **New Hope Community Development Corporation** (“New Hope”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1st, 2012 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope to develop, maintain and sustain programs that offer support services to Sol Aureus College Preparatory Independent Charter School and William Land Elementary Schools during the critical before and after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and New Hope will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21 Century after school programs at Sol Aureus College Preparatory Independent Charter School and William Land Elementary Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

ii. NEW HOPE shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse NEW HOPE for direct services not to exceed \$170,000 (at a rate of \$5.92-\$6.00 per student based on 177 days after school and 3.87 per student before school) to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- Sol Aureus: (81 students) \$85,000 ASES
- William Land Before School (45 students) \$30,000 21C
- William Land (51 students) \$55,000 21C

The final installment shall not be invoiced by NEW HOPE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NEW HOPE shall provide documentation of \$25,500 in-kind match to the District.
District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, New Hope, and each of New Hope 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, New Hope shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. New Hope will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the New Hope to the District.

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

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

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The

foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

Date

NEW HOPE:

By: Enoch Young
Authorized Signature

9/15/12
Date

Print Name: Enoch Young

Title: Executive Director

9/17/12

ASES: Sacramento City USD and New Hope

Scope of Services:

Attachment A*

DISTRICT shall:

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

NEW HOPE shall:

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

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

School Site shall:

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

Expectations for SCUSD Before and After School Programs

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

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

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

SA13-00175

AGREEMENT FOR SERVICES

Between

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

**And
THINK TOGETHER**

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

RECITALS

WHEREAS, the District desires to engage THINK TOGETHER to develop, maintain and sustain programs that offer support services to William Land, Woodbine, HW Harkness Elementary Schools and Kit Carson Middle School during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

ii. THINK TOGETHER shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse THINK

TOGETHER for direct services not to exceed \$431,566 (at a rate of \$6.40 per student based on 177 days) to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- HW Harkness: (98 students) \$111,031 ASES
- Kit Carson (71 students) \$80,325 ASES
- William Land (98 students) \$110,160 ASES
- Woodbine: (85 students) \$95,625 ASES
- Woodbine 21C: (30 students) \$34,425 21C

The final installment shall not be invoiced by THINK TOGETHER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, THINK TOGETHER shall provide documentation of \$64,735 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, THINK TOGETHER, and each of THINK TOGETHER 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, THINK TOGETHER shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. THINK TOGETHER will also provide a written endorsement to such policy-naming District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the THINK TOGETHER to the District.

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

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

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies

available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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


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

DISTRICT:

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

Date

THINK TOGETHER:

By: 
Authorized Signature

9.17.12
Date

Print Name: RANDY BARTH

Title: Founder & CEO



ASP: Sacramento City USD and THINK TOGETHER
Scope of Services
Attachment A*

DISTRICT shall:

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

THINK TOGETHER shall:

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

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

School Site shall:

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

**ASP: Sacramento City USD and THINK TOGETHER
After School Program Expectations**

Expectations for SCUSD Before and After School Programs

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

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

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

AGREEMENT FOR SERVICES

SA13-00176

Between

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

**And
CENTER FOR FATHERS AND FAMILIES**

The Sacramento City Unified School District (“District”) and the **CENTER FOR FATHERS AND FAMILIES** collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1st, 2012 (“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 programs that offer support services to Mark Hopkins and Father Keith B. Kenney Elementary Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i CENTER FOR FATHERS AND FAMILIES shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

ii. CENTER FOR FATHERS AND FAMILIES shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse CENTER FOR

FATHERS AND FAMILIES for direct services not to exceed \$225,000, (at a rate of \$6.05-6.17 per student based on 177 days) to be made in installments upon receipt of properly submitted invoices.

Breakdown:

- Mark Hopkins: (96 students) \$105,000 ASES
- Mark Hopkins 21C: (30 students) \$30,000 21C
- Father Keith B. Kenney (84 students) \$90,000 ASES

The final installment shall not be invoiced by CENTER FOR FATHERS AND FAMILIES or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CENTER FOR FATHERS AND FAMILIES shall provide documentation of \$33,750 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, CENTER FOR FATHERS AND FAMILIES, and each of CENTER FOR FATHERS AND FAMILIES 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, CENTER FOR FATHERS AND FAMILIES shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. CENTER FOR FATHERS AND FAMILIES will also provide a written endorsement to such policy-naming District as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the CENTER FOR FATHERS AND FAMILIES to the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

Date

CENTER FOR FATHERS AND FAMILIES:

By: Rashid F. Sidge
Authorized Signature

9/17/12
Date

Print Name: Rashid F. Sidge

Title: Deputy Executive Director

Rashid F. Sidge
9/17/12

ASP: Sacramento City USD and CENTER FOR FATHERS AND FAMILIES

Scope of Services

Attachment A*

DISTRICT shall:

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

CENTER FOR FATHERS AND FAMILIES shall:

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

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

School Site shall:

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

Expectations for SCUSD Before and After School Programs

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

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

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