



Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION SPECIAL MEETING

Board of Education Members

Jessie Ryan, President (Trustee Area 7)
Christina Pritchett, Vice President (Trustee Area 3)
Michael Minnick, 2nd Vice President (Trustee Area 4)
Lisa Murawski (Trustee Area 1)
Leticia Garcia (Trustee Area 2)
Mai Vang (Trustee Area 5)
Darrel Woo (Trustee Area 6)
Student Board Member, Isa Sheikh

Wednesday, October 21, 2020

5:00 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Washington Conference Room

5735 47th Avenue

Sacramento, CA 95824

(See Notice to the Public Below)

AGENDA 2020/21-10

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

NOTICE OF PUBLIC ATTENDANCE BY LIVESTREAM

Members of the public who wish to attend the meeting may do so by livestream at: <https://www.scusd.edu/post/watch-meeting-live>. No physical location of the meeting will be provided to the public.

2.0 PUBLIC COMMENT FOR CLOSED AND OPEN SESSION

NOTICE OF PUBLIC COMMENT AND DEADLINE FOR SUBMISSION:

Public comment may be (1) emailed to publiccomment@scusd.edu; (2) submitted in writing, identifying the matter number and the name of the public member at the URL <https://tinyurl.com/SCUSDcommentOctober21> or (3) using the same URL, submitting a request for oral comment only when the matter is called, instead of written comment. Regardless of the method by which public comment is submitted, the submission deadline for closed and open session items shall be no later than noon, October 21. Individual written public comment shall be no more than two minutes in length on each agenda or nonagenda item. The Board shall limit the total time for public comment on each agenda or nonagenda item, including communications and organizational reports, to 15 minutes in length. With Board consent, the President may increase or decrease the length of time allowed for public comment, depending on the topic and the number of written public comments.

3.0 CLOSED SESSION

3.1 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining TCS, SCTA Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining SCTA, SEIU, TCS, Teamsters, UPE, Non-Represented/Confidential Management (District Representative Pam Manwiller)

3.2 *Government Code 54957 – Public Employee Appointment*

a) *Assistant Superintendent, Business Services*

3.3 *Government Code 54956.8 – Conference with Real Property Negotiators:*

Property: 2718 G Street, Sacramento, CA

Agency Negotiator: Superintendent or designee

Negotiating Parties: SCUSD and Mogavero/Bardis Homes

Under Negotiation: Price and Terms

4.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

5.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

5.1 *Youth Development 2020/21 Expanded Learning Contracts*

(Rose Ramos)

**Action
(Roll Call Vote)**

6.0 ADJOURNMENT

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public portion of the special Board meeting, please contact the Board of Education Office at (916) 643-9314 at least 8 hours before the scheduled Board of Education special meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)]



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 5.1

Meeting Date: October 21, 2020

Subject: Youth Development 2020/21 Expanded Learning Contracts

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

Division:

Youth Development Support Services

Recommendation:

It is recommended that the Board approves the nine expanded learning contracts.

Background/Rationale: Youth Development Support Services contracts with nine community based organizations to provide expanded learning services at 60 program sites. During 2020-21 school year, these nine providers will develop, maintain and sustain expanded learning programming for the 2020-21 school year.

Financial Considerations:

\$7,352,484.30 in ASES and 21st Century Community Learning Centers Grants

\$119,640 in Title I

\$125,200 CARES Act Funds

LCAP Goal(s):

Safe, Emotionally Healthy and Engaged Students

Documents Attached:

1. Contracts

| |
|--|
| <p>Estimated Time of Presentation: 5 Minutes Submitted by: Manpreet Kaur, Director Youth Development Support Services Approved by: Jorge A. Aguilar, Superintendent</p> |
|--|

YOUTH DEVELOPMENT

Expanded Learning Program 2020/21

8/27/20 – 6/30/21: Nine providers will develop, maintain and sustain expanded learning programming for the 2020/21 school year. Until in-person services can resume, all services will be provided remotely with the exception of assistance for meal or materials distribution events as requested by each site. Virtual services vary by site but include services such as availability throughout the school day to support teachers and administrators; providing homework help or tutoring at various times during and after the school day; providing a robust virtual enrichment program and social emotional learning utilizing Zoom, Google Classroom, etc., and weekly wellness calls. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.

New Contract:

- Yes
 No

| 2020/21 Expanded Learning Contracts | |
|---|---|
| Boys & Girls Club of Greater Sacramento, SA21-00132 Sites served: Edward Kemble and Ethel I. Baker | \$234,614 ASES Funds |
| Center for Fathers and Families, SA21-00125, Sites served: Fr. Keith B. Kenny, HW Harkness, New Joseph Bonnheim, and Oak Ridge | \$507,788 ASES Funds |
| City of Sacramento, SA21-00144 Site served: Sam Brannan | \$150,925 ASES Funds |
| Leaders of Tomorrow, SA21-00140 Sites served: John Sloat and Isador Cohen | \$291,413 ASES Funds (\$226,388) 21 st CCLC Funds (\$65,025) |
| New Hope Community Development, SA21-00133 Sites served: Hollywood Park and William Land | \$157,834 ASES Funds (\$113,194) Title I Funds (\$44,640) |
| Roberts Family Development Center, SA21-00143 Site served: Leataata Floyd | \$223,666 ASES Funds (\$112,741) 21 st CCLC Funds (\$110,925) |
| Rose Family Creative Empowerment Center, SA21-00129 Sites served: John Still, Parkway, Susan B. Anthony, and Luther Burbank | \$605,559 ASES Funds (\$495,559) ASSETs Funds (\$110,000) |
| Sacramento Chinese Community Service Center, SA21-00120 Sites served: AM Winn, Abraham Lincoln, Albert Einstein, Bowling Green, California, Camellia, Caroline Wenzel, Cesar Chavez, David Lubin, Earl Warren, Elder Creek, Ethel Phillips, Fern Bacon, Golden Empire, Hubert Bancroft, John Bidwell, John Cabrillo, Kit Carson, Martin Luther King, Jr., Nicholas, OW Erlewine, Pacific, Peter Burnett, Pony Express, School of Engineering & Science, Sequoia, St. Hope PS7, Tahoe, Theodore Judah, Washington, Will C. Wood, William Land, Woodbine, American Legion, C.K. McClatchy, Health Professions, Hiram Johnson, John F. Kennedy, Rosemont, and Sacramento Charter High. | \$4,916,907 ASES Funds (\$4,081,067) 21 st CCLC Funds (\$195,840) ASSETs Funds (\$565,000) Title I Funds (\$75,000) |
| Target Excellence, SA21-00135 Sites served: Bret Harte, James Marshall, Mark Twain and Rosa Parks | \$508,618 ASES Funds |
| 2020 Summer Learning Initiative | |
| Sacramento Chinese Community Service Center, SA21-00120 Summer Learning Initiative/Learning Loss Mitigation, 7/27/20 – 8/21/20, at Cesar Chavez, Ethel Phillips, Leonardo da Vinci, Pacific and Washington | \$125,200 CARES Act Funds |

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District (“District” or “SCUSD”) and the Boys and Girls Club of Greater Sacramento (“BGC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 27, 2020 (“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 **Edward Kemble and Ethel I Baker** programs and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned schools during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All BGC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once BGC has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days

EXLP 05—Early Release and Late Arrival Policies

EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. BGC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs

Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. BGC shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse BGC for direct services not to exceed **\$234,613.66** be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|------------------------------------|---------------|---------------------|-------------|
| ASES | Edward Kemble | \$112,741.47 | 180 |
| 21 st CCLC After School | Ethel I Baker | \$121,872.19 | 180 |
| Total | | \$234,613.66 | |

The final installment shall not be invoiced by BGC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, BGC shall provide documentation of **\$35,192.05** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC agrees to provide a replacement employee within 15 days of receiving

notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* BGC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 27, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks.

Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither BGC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. BGC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, BGC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to BGC prior to the execution of this Agreement. BGC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. BGC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. BGC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

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

Date

AGENCY NAME:

By: Kimberly Key
Authorized Signature

9-2-2020
Date

Print Name: Kimberly Key

Title: CEO

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of BGC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, BGC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Boys and Girls Club of Greater Sacramento shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/ln/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. BGC's Expanded Learning plan is attached to this Agreement and BGC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. (*This applies only when staff will work with students in person*).
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly BGC meetings, monthly BGC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside BGC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). BGC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.
7. Help coordinate custodial and storage needs of the program.

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

1. BGC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. BGC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. BGC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, BGC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, BGC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, BGC enters this COVID-19 Addendum as BGC would like their staff to provide services from the school sites due to internet access issues.

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

BGC: Kimberly Key

Address: 5212 Lemon Hill Ave. Sacramento, 95824

Signature and Title: Kimberly Key, CEO

Work Phone: 916-392-1350 Other Phone: 916-801-0760

Site Plan – Edward Kemble Elementary

Boys & Girls Clubs of Greater Sacramento

| Supporting Admin/Staff | Academics | Enrichment | Social/Emotional Well-Being |
|---|--|--|---|
| <p>BGC staff have committed 5 staff (1FT, 4PT) to be available throughout the school day to support teachers and administrators. Each week Kemble will let the Club know in advance what classrooms will require support and staff will be assigned accordingly. Staff at Kemble also are aware that Club staff can assist to support on-campus activities (meal distribution, etc.) as well.</p> | <p>In addition to supporting teachers and administrators during instructional times, the Club will also make staff available for homework help to any students in need. Homework help will be offered at various times both during and after the school day. Club staff will also work directly with teachers to identify particular students in need of additional support.</p> | <p>In preparation for distance learning, Club staff have prepared a robust virtual enrichment curriculum. Enrichment topics focus on the Club's Priority Outcome Areas which are: Good Character & Citizenship, Academic Success and Healthy Lifestyles. Programs will be made available to students via Google Classrooms and will have updated enrichment activities weekly.</p> | <p>The Club is partnering with Kemble to help address the social and emotional well-being of our members and their families. Weekly wellness calls are made to all students in the program, with an in-person check-in occurring weekly during a food service pickup time at school. It is during this time that Club members can redeem incentive points earned for completing school and enrichment activity assignments. Prizes will be available for our mobile incentive store. In addition our families will be receiving a food box. The box contains fresh fruits and vegetables in addition to protein (cooked chicken/ham) as well as dairy and eggs.</p> |

Site Plan – Ethel I. Baker Elementary

Boys & Girls Clubs of Greater Sacramento

| Supporting Admin/Staff | Academics | Enrichment | Social/Emotional Well-Being |
|---|--|--|--|
| <p>BGC staff have committed 6 staff (1FT, 5PT) to be available throughout the school day to support teachers and administrators. Each week Baker will let the Club know in advance what classrooms will require support and staff will be assigned accordingly. Staff at Baker also are aware that Club staff can assist to support on-campus activities (meal distribution, etc.) as well.</p> | <p>In addition to supporting teachers and administrators during instructional times, the Club will also make staff available for homework help to any students in need. Homework help will be offered at various times both during and after the school day. Club staff will also work directly with teachers to identify particular students in need of additional support.</p> | <p>In preparation for distance learning, Club staff have prepared a robust virtual enrichment curriculum. Enrichment topics focus on the Club's Priority Outcome Areas which are: Good Character & Citizenship, Academic Success and Healthy Lifestyles. Programs will be made available to students via Google Classrooms and will have updated enrichment activities weekly.</p> | <p>The Club is partnering with Baker to help address the social and emotional well-being of our members and their families. Weekly wellness calls are made to all students in the program, with an in-person check-in occurring weekly during a food service pickup time at school. It is during this time that Club members can redeem incentive points earned for completing school and enrichment activity assignments. Prizes will be available for our mobile incentive store. In addition our families will be receiving a food box. The box contains fresh fruits and vegetables in addition to protein (cooked chicken/ham) as well as dairy and eggs.</p> |

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District (“District” or “SCUSD”) and the Center for Fathers and Families (“CFF”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 27, 2020 (“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 **Father Keith B. Kenny Elementary, Harkness Elementary, New Joseph Bonnheim Charter and Oak Ridge Elementary** programs and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned schools during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All CFF employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once CFF has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days

EXLP 05—Early Release and Late Arrival Policies

EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CFF shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. CFF shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse CFF for direct services not to exceed **\$507,788.24** be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|-----------------|-----------------------|---------------------|-------------|
| ASES | Father Keith B. Kenny | \$140,360.55 | 180 |
| ASES | H.W. Harkness | \$131,430.80 | 180 |
| ASES | New Joseph Bonnheim | \$112,741.21 | 180 |
| ASES | Oak Ridge | \$123,255.68 | 180 |
| Total | | \$507,788.24 | |

The final installment shall not be invoiced by CFF or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CFF shall provide documentation of **\$76,168.24** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CFF agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the

California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CFF of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CFF agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CFF shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 27, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in

this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither CFF, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. CFF's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, CFF shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to CFF prior to the execution of this Agreement. CFF is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. CFF shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. CFF waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME:

By: _____ 08/28/2020
Authorized Signature Date

Print Name: Rick Jennings

Title: Chief Executive Officer

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of CFF to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CFF site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Center for Fathers and Families shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. CFF's Expanded Learning plan is attached to this Agreement and CFF will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly CFF meetings, monthly CFF Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside CFF contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). CFF will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.
7. Help coordinate custodial and storage needs of the program.

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

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

2. CFF and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.

3. CFF will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

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

5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, CFF/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, CFF enters this COVID-19 Addendum as CFF would like their staff to provide services from the school sites due to internet access issues.

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

CFF: Rick Jennings

Address: 920 Del Paso Blvd Sacramento, CA 95815

Signature and Title: 

Work Phone: 916-568-3237

Other Phone: 916-568-3232

2020-2021 MASTERS Distance Learning Plan for Harkness Elementary, Father Keith B. Kenny, New Joseph Bonnheim and Oak Ridge Elementary

Center for Fathers and Families will collaborate with school site administrators, teachers and support staff to support the academic and social emotional wellbeing of the students we serve and their families during distance learning. Our staff is prepared to work one on one with students or in a classroom setting alongside school staff depending on the site needs. During the Expanded Learning Program Team Leaders will plan daily activities that are interactive, fun, engaging and project based in subjects not limited to; SEL/mindfulness, enrichment, STEAM, visual and performing arts, health and wellness and career readiness.

| Admin Support | Academics | Enrichment | Social Emotional |
|--|--|---|--|
| <ul style="list-style-type: none"> • Making phone calls to families • Support with house visits • Attend district and site provided PD's • Help promote program via school phone calls and texts • Attend IEP meetings (for Expanded Learning Student's) to ensure support is extended to afterschool • Support site with promoting instructional attendance. • Support site with distributions | <ul style="list-style-type: none"> • Join teacher zooms to promote Expanded Learning Program • Small group instruction • Share curriculum with teachers to provide proper support • Support Language learners and below basic students in a small group and/or 1-1 setting. • Breakout rooms for homework help. | <ul style="list-style-type: none"> • Zoom games (disguised learning) • Art • Steam projects • Dance/creative expression • Physical Activity • Virtual health and wellness Challenges • Virtual STEAM Fair • Virtual Enrichment clubs • Movie nights • Host social clubs | <ul style="list-style-type: none"> • Regular home visits for students who might be struggling. • Newsletter with updates and resources • Scheduled zooms where students can join to be guided through mindfulness and SEL circles. • Social media engagement. • Parent tip Friday • Support resources for parents • One on one support sessions with students |

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
City of Sacramento - Youth, Parks and Community Enrichment**

The Sacramento City Unified School District (“District” or “SCUSD”) and the City of Sacramento - Youth, Parks and Community Enrichment (“CITY OF SAC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 27, 2020 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento - Youth, Parks and Community Enrichment to develop, maintain and sustain programs that offer support services to **Sam Brannan Middle School** program and recreational activities supporting the After School Education and Safety (ASES) expanded learning program at the above mentioned schools during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All CITY OF SAC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once CITY OF SAC has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

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EXLP 04—Operates Program Required Hours and Days

EXLP 05—Early Release and Late Arrival Policies

EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CITY OF SAC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. CITY OF SAC shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse CITY OF SAC for direct services not to exceed **\$150,925.32** be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|-----------------|--------------------|---------------------|-------------|
| ASES | Sam Brannan Middle | \$150,925.32 | 180 |
| Total | | \$150,925.32 | |

The final installment shall not be invoiced by CITY OF SAC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY OF SAC shall provide documentation of **\$22,638.80** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CITY OF SAC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CITY OF SAC of such a

subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SAC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CITY OF SAC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 27, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks.

Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school

district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither CITY OF SAC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. CITY OF SAC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, CITY OF SAC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to CITY OF SAC prior to the execution of this Agreement. CITY OF SAC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. CITY OF SAC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. CITY OF SAC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. 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: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District
_____ Date

AGENCY NAME:

By: _____
Authorized Signature
_____ Date

Print Name: _____

Title: _____

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of CITY OF SAC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

City of Sacramento - Youth, Parks and Community Enrichment shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. CITY OF SAC's Expanded Learning plan is attached to this Agreement and CITY OF SAC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendices) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly CITY OF SAC meetings, monthly CITY OF SAC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside CITY OF SAC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). CITY OF SAC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at Sam Brannan Middle School.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.

7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

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

2. CITY OF SAC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.

3. CITY OF SAC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

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

5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, CITY OF SAC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, CITY OF SAC enters this COVID-19 Addendum as CITY OF SAC would like their staff to provide services from the school sites due to internet access issues.

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

CITY OF SAC: _____

Address: _____

Signature and Title: _____

Work Phone: __

Other Phone: ____

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District (“District” or “SCUSD”) and the Leaders of Tomorrow (“LOT”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 27, 2020 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain programs that offer support services to **Isador Cohen Elementary and John Sloat Elementary** programs and recreational activities supporting the After School Education and Safety (ASES), and 21st Century Community Learning Centers (21st CCLC) expanded learning programs at the above mentioned schools during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All LOT employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once LOT has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days
EXLP 05—Early Release and Late Arrival Policies
EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. LOT shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs

Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. LOT shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse LOT for direct services not to exceed **\$291,412.98** be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|-------------------------------------|-------------------------|---------------------|-------------|
| ASES | Isador Cohen Elementary | \$113,193.99 | 180 |
| 21 st CCLC After School | Isador Cohen | \$34,425.00 | 180 |
| 21 st CCLC Before School | Isador Cohen | \$30,600.00 | 180 |
| ASES | John Sloat | \$113,193.99 | 180 |
| Total | | \$291,412.98 | |

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, LOT shall provide documentation of **\$43,711.95** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. LOT agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in

the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify LOT of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, LOT agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* LOT shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 27, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability

of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither LOT, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. LOT's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, LOT shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to LOT prior to the execution of this Agreement. LOT is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. LOT shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. LOT waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

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

(signature page follows)

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

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME: Leaders of Tomorrow

By: [Signature]
Authorized Signature

9-2-2020
Date

Print Name: Renee Ventres

Title: Executive Director

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of LOT to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, LOT site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Leaders of Tomorrow shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California’s Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. LOT’s Expanded Learning plan is attached to this Agreement and LOT will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. (*This applies only when staff will work with students in person*).
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly LOT meetings, monthly LOT Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside LOT contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). LOT will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.
7. Help coordinate custodial and storage needs of the program.

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

1. LOT and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. LOT and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. LOT will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, LOT and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty

- b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, LOT/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, LOT enters this COVID-19 Addendum as LOT would like their staff to provide services from the school sites due to internet access issues.

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

LOT: _____

Address: 2552 Grant Park Drive Sac, CA 95829

Signature and Title: Ronald Ventresca, Executive Director

Work Phone: 916-524-2365 Other Phone: _____

Leaders of Tomorrow ASP/ John D. Sloat Elementary 2020 – 2021 Fall Support (September – December 2020)

August 2020

- John D. Sloat Elementary School Backpack Supply (August 18th, 2020)
- John D. Sloat Elementary School Student Supply Distribution (August 25th, 2020)
- John D. Sloat Elementary New Mascot Design Assistance (August 2020)
- John D. Sloat Elementary School Mural Development (August 2020)
- John D. Sloat Elementary School T-Shirts & School Spirit Hoodies (August – December)

September -December 2020

- John D. Sloat School Day Teacher Support – Zoom Live Sessions (K – 6th Grade/Mon – Fri)

Kahoot It Interactive Enrichment

School Day Student Attendance

School Site Supply Food Distribution

What John D. Sloat Means to Me Mural Essay (3rd – 6th Grade)

- John D. Sloat LOT ASP Google Classroom & Zoom Live (K – 6th Grade/Mon – Fri)
Awareness Minutes – Critical Thinking Journal Topic Discussions (3rd – 6th Grade/ Mon – Thurs))
Leaders Readers Literacy (K – 6th Grade/ Mon - Thurs)
3D Printing T-Shirt Club
Kings & Queens Club (4th – 6th Grade Boys & Girls Mentoring Virtual Session)
Life-Skills Weekly Virtual Session (K – 6th Grade/ Thursday's)
Mindfulness Art Videos (Thursday's)
- LOT ASP Parent/Guardian Distant Learning Zoom Orientation (September 3rd, 4th & 7th)
- John D. Sloat LOT ASP Life-Skills Family Engagement Virtual Project & Raffle Prize (Sep – Oct)
Life-Skills Family Health & Safety Virtual Day (September)
Halloween Virtual Monster Movie Mash (October)
Virtual Multicultural Art Appreciation Week (November)
Winter Wonderland (December)
- John D. Sloat Elementary School Mural Development (September – December 2020)
- Leaders of Tomorrow ASP 2020 – 2021 John D. Sloat Elementary Virtual Fieldtrips
CBC Therapeutic Horseback Riding
LOT ASP A Plants Life (DIYG Club)
CPR Plus
Art Museum
Zoo
Virtual Winter Wonderland Dance

Leaders of Tomorrow ASP/ Isador Cohen Elementary 2020 – 2021 Fall Support (September – December 2020)

August 2020

- Isador Cohen Elementary School Student Supply Distribution (August 2020)
- Isador Cohen Elementary School Garden Maintenance (August 2020)
- Isador Cohen Elementary Campus Social Distancing “Pod-Class” (Upon Principal & District Approval)

September -December 2020

- Isador Cohen School Day Teacher Support – Zoom Live Sessions (K – 6th Grade/Mon – Fri)

Kahoot It Interactive Enrichment
School Day Student Attendance
School Site Supply Food Distribution
What Isador Cohen Means to Me Essay (3rd – 6th Grade)
- Isador Cohen LOT ASP Google Classroom & Zoom Live (K – 6th Grade/Mon – Fri)
Awareness Minutes – Critical Thinking Journal Topic Discussions (3rd – 6th Grade/ Mon – Thurs))
Leaders Readers Literacy (K – 6th Grade/ Mon - Thurs)
3D Printing T-Shirt Club
Kings & Queens Club (4th – 6th Grade Boys & Girls Mentoring Virtual Session)
Life-Skills Weekly Virtual Session (K – 6th Grade/ Thursday's)
Mindfulness Art Videos (Thursday's)
- LOT ASP Parent/Guardian Distant Learning Zoom Orientation (September 3rd, 4th & 7th)
- Isador Cohen LOT ASP Life-Skills Family Engagement Virtual Project & Raffle Prize (Sep – Oct)
Life-Skills Family Health & Safety Virtual Day (September)
Halloween Virtual Monster Movie Mash (October)
Virtual Multicultural Art Appreciation Week (November)
Winter Wonderland (December)
- Isador Cohen Elementary School Mural Development (September – December 2020)
- Leaders of Tomorrow ASP 2020 – 2021 Isador Cohen Elementary Virtual Fieldtrips
CBC Therapeutic Horseback Riding
LOT ASP A Plants Life (DIYG Club)
CPR Plus
Art Museum
Zoo
Virtual Winter Wonderland Dance

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
New Hope Community Development Corporation**

The Sacramento City Unified School District (“District” or “SCUSD”) and the New Hope Community Development Corporation (“NHCDC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 27, 2020 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **William Land Elementary and Hollywood Park Elementary** programs and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned schools during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once NHCDC has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days
EXLP 05—Early Release and Late Arrival Policies
EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NHCDC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs

Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. NHCDC shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse NHCDC for direct services not to exceed **\$157,833.99** be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|------------------------------------|----------------|---------------------|-------------|
| ASES | Hollywood Park | \$113,193.99 | 180 |
| 21 st CCLC After School | William Land | \$44,640.00 | 180 |
| Total | | \$157,833.99 | |

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NHCDC shall provide documentation of **\$23,675.10** as in-kind match (15% of the contract amount) to the District.

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of

receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* NHCDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 27, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks.

Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

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

K. 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.

L. 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.

M. Assignment. This Agreement is made by and between NHCDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

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

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P. 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.

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

Date

AGENCY NAME: **Enoch
Yeung**

Digitally signed by Enoch Yeung
DN: cn=Enoch Yeung, o, ou,
email=enochy@gmail.com, c=US
Date: 2020.09.03 17:23:38 -07'00'

By: _____
Authorized Signature

9/2/2020
Date

Print Name: EnochYeung

Title: Executive Director

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of NHCDC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

New Hope Community Development Corporation shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California’s Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. NHCDC’s Expanded Learning plan is attached to this Agreement and NHCDC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside NHCDC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). NHCDC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.
7. Help coordinate custodial and storage needs of the program.

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

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

2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.

3. NHCDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

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

5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, NHCDC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, NHCDC enters this COVID-19 Addendum as NHCDC would like their staff to provide services from the school sites due to internet access issues.

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

NHCDC: _____

Address: 1821 Meadowview Rd., Sacramento, CA 95832

Signature and Title: Enoch Yeung Digitally signed by Enoch Yeung
DN: cn=Enoch Yeung, o, ou,
email=enochy@gmail.com, c=US
Date: 2020.09.03 17:25:24 -07'00' Executive Director

Work Phone: __

Other Phone: __

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District (“District” or “SCUSD”) and the Roberts Family Development Center (“RFDC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 26, 2020 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Roberts Family Development Center to develop, maintain and sustain programs that offer support services to Leataata Floyd Elementary programs and recreational activities supporting the After School Education and Safety (ASES), 21st Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All RFDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once RFDC has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days

EXLP 05—Early Release and Late Arrival Policies

EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFDC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs

Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. RFDC shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse RFDC for direct services not to exceed **\$223,666.21** be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|--|----------------|---------------------|-------------|
| ASES Grant | Leataata Floyd | \$112,741.21 | 180 |
| 21 st Century Community Learning Centers – After School | Leataata Floyd | \$95,625.00 | 180 |
| 21 st Century Community Learning Centers- Before School | Leataata Floyd | \$15,300.00 | 180 |
| Total | | \$223,666.21 | |

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 **\$33,549.93** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFDC agrees that any

Employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 26, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks.

Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither RFDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFDC prior to the execution of this Agreement. RFDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

M. 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 the Parties.

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

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

P. 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.

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DISTRICT:

By: _____

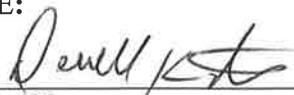
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

_____ Date

AGENCY NAME:

By: _____

Authorized Signature



_____ Date

8/31/2020

Print Name: Derrell Roberts

Title: CEO/Co-Founder

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
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11. Help coordinate custodial and storage needs of the program.
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13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

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1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. RFDC's Expanded Learning plan is attached to this Agreement and RFDC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
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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 two Program Managers (for a minimum of 6 hours) that are employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). At Leataata Floyd, RFDC will provide 8 team leaders for a minimum of 4 hours per day. RFDC is also responsible to provide a team leader for a minimum of two hours each day to cover Leataata Floyd's before school program. RFDC will be required to report to and provide updates to the District regarding the number of staff at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
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 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. RFDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, RFDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, RFDC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, RFDC enters this COVID-19 Addendum as RFDC would like their staff to provide services from the school sites due to internet access issues.

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

RFDC: Derrell K. Roberts

Address: 770 Darnia Ave., Sacramento, CA 95815

Signature and Title: Derrell K. Roberts CEO/Co-Founder

Work Phone: 916-646-6631

Other Phone: 916-803-8461

RFDC Daily Schedule

| Time | Monday | Tuesday | Wednesday | Thursday | Friday |
|------|--|--|--|--|--|
| TBD | Synchronous Instruction (Available to supporting school) Specific teacher support | Synchronous Instruction (Available to supporting school) Specific Teacher Support | Synchronous Instruction (Available to supporting school) Specific Teacher Support | Synchronous Instruction (Available to supporting school) Specific Teacher Support | Synchronous Instruction (Available to supporting school) Specific Teacher Support |
| TBD | Social Lunch | Social Lunch | Social Lunch | Social Lunch | Social Lunch |
| TBD | Asynchronous Tutoring, Homework Help, Enrichments lead by RFDC, P.E. | Asynchronous Tutoring, Homework Help, Enrichments lead by RFDC, P.E. | Asynchronous Tutoring, Homework Help, Enrichments lead by RFDC, P.E. | Asynchronous Tutoring, Homework Help, Enrichments lead by RFDC, P.E. | Asynchronous Tutoring, Homework Help, Enrichments lead by RFDC, P.E. |
| TBD | On Screen Break time | On Screen Break time | On Screen Break time | On Screen Break time | On Screen Break time |
| TBD | Extra-Curricular Activities via Service Providers: Boxing, Dance, Choir, Golf, Coding, Science Spoken Word Girls Group, Boys Group | Extra-Curricular Activities via Service Providers: Boxing, Dance, Choir, Golf, Coding, Science Spoken Word Girls Group, Boys Group | Extra-Curricular Activities via Service Providers: Boxing, Dance, Choir, Golf, Coding, Science Spoken Word Girls Group, Boys Group | Extra-Curricular Activities via Service Providers: Boxing, Dance, Choir, Golf, Coding, Science Spoken Word Girls Group, Boys Group | Extra-Curricular Activities via Service Providers: Boxing, Dance, Choir, Golf, Coding, Science Spoken Word Girls Group, Boys Group |

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District (“District” or “SCUSD”) and the Rose Family Creative Empowerment Center (“RFCEC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 27, 2020 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain programs that offer support services to **John Still K-8, Parkway Elementary, Susan B. Anthony Elementary and Luther Burbank High School** programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century After School Safety and Enrichment for Teens (ASSETs) expanded learning programs at the above mentioned schools during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All RFCEC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once RFCEC has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days

EXLP 05—Early Release and Late Arrival Policies

EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFCEC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. RFCEC shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse RFCEC for direct services not to exceed \$605,559.37 be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|---------------------------------|---------------------|---------------------|-------------|
| ASES | John Still K-8 | \$175,824.97 | 180 |
| ASES | Parkway Elementary | \$125,494.40 | 180 |
| ASES | Susan B. Anthony | \$194,240.00 | 180 |
| 21 st Century ASSETs | Luther Burbank High | \$110,000.00 | 180 |
| Total | | \$605,559.37 | |

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of \$90,833.91 as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the

California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 27, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks.

Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in

this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither RFCEC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFCEC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFCEC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFCEC prior to the execution of this Agreement. RFCEC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFCEC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFCEC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

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

Date

AGENCY NAME:

By: Jackie Rose
Authorized Signature

8/28/2020
Date

Print Name: JACKIE ROSE

Title: CEO/DIRECTOR

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

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of RFCEC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFCEC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Rose Family Creative Empowerment Center shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. RFCEC's Expanded Learning plan is attached to this Agreement and RFCEC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly RFCEC meetings, monthly RFCEC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside RFCEC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). RFCEC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.
7. Help coordinate custodial and storage needs of the program.

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

1. RFCEC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. RFCEC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process -- Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District's Volunteer Protocol.
3. RFCEC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, RFCEC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, RFCEC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
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1. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFCEC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
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6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

RFCEC: JACKIE ROSE

Address: 7000 FRANKLIN BLVD., Ste 1000

Signature and Title: Jackie Rose, Executive Director/CEO

Work Phone: (916) 479-6223 Other Phone: (916) 376-7916



DISTANCE LEARNING PLAN

JOHN STILL K-8 SCHOOL

- **Distance Learning Hub**
 - "Office Hours" to assist parents with navigating distance learning
 - Assist John Still K-8 teachers with online virtual learning through Google Classroom
 - Monitor small breakout sessions for academic support, behavior and emotional support
- **Meals to Go**
 - Daily distribution of supper
- **Enrichment**
 - Virtual visual and performing arts sessions
 - Drumline
 - Dance
 - Recorder
 - Step
 - Yoga and mindfulness
 - Basketball
 - Harambee sessions
 - Weekly read aloud guests
 - Virtual field trips
- **Parent Engagement**
 - Virtual parent workshops
 - Drive-thru family centered events (school supplies, basic needs, hot meals to go)
 - Regular check-in sessions with parents to address concerns and provide additional supports
 - Staff led tutoring sessions for parents to include Zoom 101 and Google Classroom 101. These sessions will be set up and held on a weekly basis.
- **BCLC/Healing the Hood**
 - Case management wraparound services
 - Sacramento Urban Leadership Academy
 - Kings and Queens Rise Basketball and Golf
- **Lifeline Program**
 - Mentoring program for African-American males



DISTANCE LEARNING PLAN

LUTHER BURBANK HIGH SCHOOL

- **Distance Learning Hub**
 - “Office Hours” to assist parents with navigating distance learning
 - Assist Luther Burbank High School teachers with online virtual learning through Google Classroom
 - Implement and oversee 7th period classes
 - Monitor small breakout sessions for academic support, behavior and emotional support
- **Meals to Go**
 - Daily distribution of supper
- **Enrichment**
 - Virtual visual and performing arts sessions
 - Drumline
 - Dance
 - Recorder
 - Step
 - Yoga and mindfulness
 - Basketball
 - Digital Media
 - Virtual field trips
- **Parent Engagement**
 - Virtual parent workshops
 - Drive-thru family centered events (school supplies, basic needs, hot meals to go)
 - Regular check-in sessions with parents to address concerns and provide additional supports
 - Staff led tutoring sessions for parents to include Zoom 101 and Google Classroom 101. These sessions will be set up and held on a weekly basis.
 - Participation and facilitation of African-American Consortium
- **BCLC/Healing the Hood**
 - Case management wraparound services
 - Sacramento Urban Leadership Academy
 - Kings and Queens Rise Basketball and Golf
- **Intervention, Prevention and Interruption**
 - Support group for youth experiencing domestic violence
 - City of Sacramento Community Popups
 - Job skills development workshops, employment opportunities, community service hours



DISTANCE LEARNING PLAN

PARKWAY ELEMENTARY

- **Distance Learning Hub**
 - "Office Hours" to assist parents with navigating distance learning
 - Assist Parkway teachers with online virtual learning through Google Classroom
 - Monitor small breakout sessions for academic support, behavior and emotional support
- **Meals to Go**
 - Daily distribution of breakfast and lunches
 - Daily distribution of supper
- **Enrichment**
 - Virtual visual and performing arts sessions
 - Drumline
 - Dance
 - Recorder
 - Step
 - Yoga and mindfulness
 - Basketball
 - Harambee sessions
 - Weekly read aloud guests
 - Virtual field trips
- **Parent Engagement**
 - Virtual parent workshops
 - Drive-thru family centered events (school supplies, basic needs, hot meals to go)
 - Regular check-in sessions with parents to address concerns and provide additional supports
 - Staff led tutoring sessions for parents to include Zoom 101 and Google Classroom 101. These sessions will be set up and held on a weekly basis.
- **BCLC/Healing the Hood**
 - Case management wraparound services



DISTANCE LEARNING PLAN

SUSAN B. ANTHONY ELEMENTARY

- **Distance Learning Hub**
 - "Office Hours" to assist parents with navigating distance learning
 - Assist Susan B. Anthony teachers with online virtual learning through Google Classroom
 - Monitor small breakout sessions for academic support, behavior and emotional support
- **Meals to Go**
 - Daily distribution of supper
- **Enrichment**
 - Virtual visual and performing arts sessions
 - Drumline
 - Dance
 - Recorder
 - Step
 - Yoga and mindfulness
 - Basketball
 - Harambee sessions
 - Weekly read aloud guests
 - Virtual field trips
- **Parent Engagement**
 - Virtual parent workshops
 - Drive-thru family centered events (school supplies, basic needs, hot meals to go)
 - Regular check-in sessions with parents to address concerns and provide additional supports
 - Staff led tutoring sessions for parents to include Zoom 101 and Google Classroom 101. These sessions will be set up and held on a weekly basis.
- **BCLC/Healing the Hood**
 - Case management wraparound services

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento Chinese Community Service Center (“SCCSC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on July 20, 2020 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain programs that offer support services to A.M. Winn K-8, Abraham Lincoln Elementary, Albert Einstein Middle, Bowling Green Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, Cesar Chavez, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, Hubert H. Bancroft Elementary, John Bidwell Elementary, John Cabrillo Elementary, Kit Carson International Academy, Martin Luther Jr., K-8, Nicholas Elementary, O.W. Erlewine Elementary, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, School of Engineering and Science, Sequoia Elementary, St. Hope Public School 7, Tahoe Elementary, Theodore Judah Elementary, Washington Elementary, Will C. Wood Middle, William Land Elementary, Woodbine Elementary, Arthur A. Benjamin Health Professions High, Rosemont High, American Legion High, C.K. McClatchy High, Hiram Johnson High, John F. Kennedy High, and Sacramento Charter High programs and recreational activities supporting the After School Education and Safety (ASES), 21st Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided *via* Google Classroom, Zoom or other virtual platforms approved by the District. All SCCSC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once SCCSC has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded

Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days

EXLP 05—Early Release and Late Arrival Policies

EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. SCCSC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. SCCSC shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse SCCSC for direct services not to exceed \$5,042,107.19 (\$125,200 + \$4,916,907.19) be made in installments upon receipt of properly submitted invoices. The invoice for Summer Learning program (\$125,200) should be submitted separately.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days July 27 – August 21, 2020 |
|--|-------------------|---------------------|---|
| Summer Learning/Learning Loss Mitigation Funds | Cesar Chavez | \$26,000.00 | 20 |
| Summer Learning/Learning Loss Mitigation Funds | Ethel Philips | \$21,200.00 | 16 |
| Summer Learning/Learning Loss Mitigation Funds | Leonardo Da Vinci | \$26,000.00 | 20 |
| Summer Learning/Learning Loss Mitigation Funds | Pacific | \$26,000.00 | 20 |
| Summer Learning/Learning Loss Mitigation Funds | Washington | \$26,000.00 | 20 |
| Total | | \$125,200.00 | |

| Program | School Name | Contract Amount | Target Days |
|---------|-----------------------------------|-----------------|-------------|
| ASES | A.M. Winn K-8 | \$131,305.03 | 180 |
| ASES | Abraham Lincoln | \$113,193.99 | 180 |
| ASES | Albert Einstein | \$150,925.32 | 180 |
| ASES | Bowling Green | \$113,697.07 | 180 |
| ASES | California Middle | \$150,774.39 | 180 |
| ASES | Camellia Basic | \$113,193.99 | 180 |
| ASES | Caroline Wenzel | \$112,741.21 | 180 |
| ASES | Cesar Chavez | \$113,193.99 | 180 |
| ASES | David Lubin | \$83,473.77 | 180 |
| ASES | Earl Warren | \$113,193.99 | 180 |
| ASES | Elder Creek | \$285,479.77 | 180 |
| ASES | Ethel Phillips | \$113,193.99 | 180 |
| ASES | Fern Bacon | \$150,925.32 | 180 |
| ASES | Golden Empire | \$113,193.99 | 180 |
| ASES | Hubert H. Bancroft | \$97,799.61 | 180 |
| ASES | John Bidwell | \$113,193.99 | 180 |
| ASES | John Cabrillo | \$113,193.99 | 180 |
| ASES | Kit Carson | \$97,401.92 | 180 |
| ASES | Martin Luther King, Jr. | \$113,193.99 | 180 |
| ASES | Nicholas | \$115,457.87 | 180 |
| ASES | O.W. Erlewine | \$113,193.99 | 180 |
| ASES | Pacific | \$115,457.87 | 180 |
| ASES | Peter Burnett | \$137,191.12 | 180 |
| ASES | Pony Express | \$113,193.99 | 180 |
| ASES | School of Engineering and Science | \$95,082.96 | 180 |
| ASES | Sequoia Elementary | \$113,193.99 | 180 |
| ASES | St. Hope Public School 7 | \$150,925.32 | 180 |
| ASES | Tahoe | \$113,193.99 | 180 |
| ASES | Theodore Judah | \$113,193.99 | 180 |
| ASES | Washington | \$113,193.99 | 180 |
| ASES | Will C Wood | \$150,925.32 | 180 |
| ASES | William Land | \$130,399.48 | 180 |
| ASES | Woodbine | \$113,193.99 | 180 |

| | | | |
|---------------------------------------|---------------------------------------|-----------------------|-----|
| 21 st CCLC – After School | Cesar Chavez | \$34,425.00 | 180 |
| 21 st CCLC – Before School | Cesar Chavez | \$30,600.00 | 180 |
| 21 st CCLC | Ethel Phillips | \$34,425.00 | 180 |
| 21 st CCLC | Martin Luther King, Jr. | \$96,390.00 | 180 |
| Central Office Funds-Title I | C.K. McClatchy | \$75,000.00 | 180 |
| 21 st Century ASSETs | American Legion | \$60,000.00 | 180 |
| 21 st Century ASSETs | Arthur A. Benjamin Health Professions | \$65,000.00 | 180 |
| 21 st Century ASSETs | Hiram Johnson | \$110,000.00 | 180 |
| 21 st Century ASSETs | John F. Kennedy | \$110,000.00 | 180 |
| 21 st Century ASSETs | Rosemont | \$110,000.00 | 180 |
| 21 st Century ASSETs | Sacramento Charter High | \$110,000.00 | 180 |
| Total Amount | | \$4,916,907.19 | |

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SCCSC shall provide documentation of \$756,316.078 as in-kind match (15% of the contract amount) to the District.

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. SCCSC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent

arrest notification from DOJ, SCUSD shall within 48 hours notify SCCSC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* SCCSC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from July 20, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school

district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, SCCSC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by SCCSC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SCCSC 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. Use of Facilities. Neither SCCSC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. SCCSC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, SCCSC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to SCCSC prior to the execution of this Agreement. SCCSC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. SCCSC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. SCCSC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

M. Assignment. This Agreement is made by and between SCCSC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

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

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

P. 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.

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

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

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

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of SCCSC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Sacramento Chinese Community Service Center shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. SCCSC's Expanded Learning plan is attached to this Agreement and SCCSC will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly SCCSC meetings, monthly SCCSC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside SCCSC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 (or two based on the number of students being served) that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). SCCSC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.
7. Help coordinate custodial and storage needs of the program.

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

1. SCCSC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. SCCSC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. SCCSC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, SCCSC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, SCCSC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

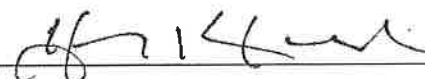
COVID-19 Addendum

In further consideration for this Agreement, SCCSC enters this COVID-19 Addendum as SCCSC would like their staff to provide services from the school sites due to internet access issues.

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

SCCSC: Sacramento Chinese Community Service Center, Inc

Address: 420 I Street, Suite 5 Sacramento, CA 95814

Signature and Title:  Executive Director

Work Phone: 916-612-8954

Other Phone:



the center

sacramento chinese
community service center

Distance Learning Options

| Clerical Support | Google Classroom Support | Academics | Club Based Enrichment | Social Emotional Well-Being of Students/Families |
|---|--|--|---|--|
| High School | High School | High School | High School | High School |
| <p>Grade reports/transcript case management</p> <p>Attendance</p> <p>Contacting students/parents and assessing needs</p> <p>Teacher assistance</p> <p>Social Media</p> <p>9th grade transition support (familiarizing families/students with school resources, culture, check points, etc)</p> <p>Creating flyers/newsletters for school</p> <p>Counselor referrals</p> | <p>Creating intentional opportunities for Youth Voice and Choice via GC</p> <p>Attendance</p> <p>Tutoring hours via GC</p> <p>Creating Journal prompts/activity planning</p> <p>Assisting 7th period teachers</p> <p>Monitoring group break outs</p> | <p>Team Leaders as instructional aids/classroom monitors/teaching assistants</p> <p>Individualized case management</p> <p>ESL Support/Translation</p> <p>Host "review" sessions that reinforce learning objectives from instructional day</p> <p>Credit Recovery</p> <p>Math Lab</p> <p>Grade checks/reports</p> <p>Drop in tutoring</p> | <p>Foreign Language</p> <p>"Adulting" Workshops</p> <p>Career Exploration (reinforcing CTE from instructional day)</p> <p>Virtual College Visits</p> <p>Leadership Vocational Skills (resume building/interview skill sets)</p> <p>School spirit days</p> <p>Dance teams</p> <p>Robotics</p> <p>Coding</p> <p>Podcast/developing online content</p> <p>Budgeting and Finances</p> <p>Community Service Learning</p> <p>Peer/Cross Age Mentoring</p> | <p>One on one mental health wellness checks</p> <p>Healing Circles</p> <p>Cultural Inclusion and Practices</p> <p>Community resource/counselor referrals</p> <p>Intentional discussions around current events and community traumas</p> <p>SEL workshops and activities</p> <p>Community Activism and Engagement</p> |



Distance Learning Options

| Clerical Support | Google Classroom Support | Academics | Club Based Enrichment | Social Emotional Well-Being of Students/Families |
|--|--|--|---|---|
| Middle School | Middle School | Middle School | Middle School | Middle School |
| <p>Grade reports</p> <p>Documentation of student behavior/progress</p> <p>Attendance tracking during virtual sessions Teachers</p> <p>assistance IC tutorials for parents and students</p> <p>Supervision/docum entation of small group work</p> <p>7th grade transition support (familiarizing families/students with school resources, culture, check points, etc)</p> <p>Creating flyers/newsletters for school</p> | <p>Creating intentional opportunities for Youth Voice and Choice via GC</p> <p>Attendance</p> <p>Tutoring hours via GC</p> <p>Creating Journal prompts/activity planning</p> | <p>Team Leaders as instructional aids/classroom monitors/teaching assistants</p> <p>Individualized case management ESL Support</p> <p>Host "review" sessions that reinforce learning objectives from instructional day</p> | <p>E Sports</p> <p>Film Club</p> <p>Robotics</p> <p>Culture Exploration</p> <p>Leadership</p> <p>Coding</p> <p>Peer/cross age mentoring</p> <p>Physical activities</p> <p>Virtual World Travel</p> <p>Literacy/Spoken Word</p> <p>Book Club</p> <p>Dance Teams</p> <p>Arts and Crafts</p> <p>Community Service Learning</p> <p>STEAM Club</p> <p>Cooking Club</p> | <p>One on one mental health wellness checks</p> <p>Healing Circles</p> <p>Cultural Inclusion and Practices</p> <p>Community resource/counselor referrals</p> <p>Intentional discussions around current events and community traumas</p> <p>SEL workshops and activities</p> <p>Resources for preventing/confron ting virtual bullying</p> <p>Creating virtual communities</p> |



the center

sacramento chinese
community service center

Distance Learning Options

| | | | | |
|--|---|--|--|--|
| | <p>Presenting and organizing resources in different ways to help students understand new concepts</p> | | <p>Deliver a 6 week PBL Art Activity based on Color Theory, Different Art Mediums, Different Genres of Art</p> <p>Incorporating Music into STEM (Producing music, Producing beats, 8 count, etc-reinforcing math)</p> <p>Collaborate with museums to reinforce student's learning and understanding</p> <p>Reach out to Community Partners to bring field trip to Students</p> | <p>checking in with families who are not present in distance learning</p> <p>Providing Services to families: Community Resource Posting Board, Connecting them to services, "Resources Round Up"</p> <p>Virtual Family Events: Prevention Awareness, Virtual Family Dance, Family Fitness Hour</p> <p>Parent Check Ins: Coordinate Guest Speaker, online Parent Q/A, Family Academy Style Workshops, Virtual Coffee Connections</p> <p>SEL Lessons: Providing school site specific SEL lessons (I.e. Leader In Me...etc). Listening Circles</p> <p>School SEL Blog</p> |
|--|---|--|--|--|

Distance Learning Options

| Clerical Support | Google Classroom Support | Academics | Club Based Enrichment | Social Emotional Well-Being of Students/Families |
|--|--|--|---|---|
| Elementary School | Elementary School | Elementary School | Elementary School | Elementary School |
| <p>Calls to students who are not regularly attending</p> <p>Infinite Campus attendance</p> <p>Assemble material packets</p> <p>Support parent communication with parents during office hours or after hours during afterschool</p> <p>Newsletters that include what is happening during the school day and during virtual after school</p> <p>Technical assistance</p> <p>Create and process feedbacks, survey, etc</p> <p>Provide technical support for Distance Learning videos, and computer literacy</p> <p>Monitor, support and schedule students for break out session</p> | <p>GC monitor to post activities; Finding, creating and posting interesting content</p> <p>Being in the GC with the teachers and supporting teachers and students with instruction.</p> <p>Conducting break-out sessions or one on ones for students who need extra assistance</p> <p>Helping keep the class attention during live instruction</p> <p>Added to teacher's google classrooms for support</p> <p>Polling Questions - constant feedback from students and parents</p> <p>Connect various platforms (for example, flip grid, google docs, google calendar, google photos)</p> <p>Google Meet for tutoring</p> | <p>Homework Assistance</p> <p>Reinforcing learning activities</p> <p>Literacy: Read Alouds, Creative Writing, and Reader's Theater.</p> <p>Small group chapter/concept review (Math)</p> <p>Practice of high frequency words and spelling (ELA)</p> <p>Recall, Retell, Comprehension (ELA)</p> <p>Small group reading/typing skills (ELA)</p> <p>Exploring real world issues (ex. global warming, animal extinction, natural disasters) (Science)</p> <p>Vocabulary/ Concept review (Math/Science)</p> | <p>Prevention-tobacco, cyber bullying</p> <p>Girl Scout Troops</p> <p>Literacy -poetry script writing, music writing, reading</p> <p>Advocacy club regarding efforts that matter to youth</p> <p>Visual or fine arts-sketching, painting, dance</p> <p>Puppet shows</p> <p>STEAMRecycle Art, Coding Programs, Kahoot Games, and Rube Goldberg</p> <p>Healthy Choices-Cooking demos, Nutrition Exploration</p> <p>Physical fitness-indoor or outdoor sports, Soccer for Success-Skills and drills</p> <p>Lemon Aid Stands</p> <p>NBA Math Hoops</p> <p>Virtual Field Trips</p> | <p>Weekly check ins with families and students about their needs.</p> <p>Providing them list of resources etc</p> <p>Facilitate Sanford Harmony: SEL skills instruction to help students develop and practice the SEL competencies.</p> <p>Group "circle" restorative discussions</p> <p>Yoga-wellness-mindfulness</p> <p>Family game day</p> <p>Virtual field trips Show and tell</p> <p>Facilitated buddy program</p> <p>Digital Leader in Me</p> <p>Virtual Calming Room</p> <p>Mindfulness: Daily Check-Ins</p> <p>Daily Check Ins: Yoga Mindfulness, "Wellness" Checks, Individually</p> |

Enrollment Process

In-class support will align to the enrollment and attendance of the school day. Club ASES will be made available to all students at each school site with specialised targeting for students identified as foster or homeless youth, English Language Learners, and other groups identified by school site administration.

Number of Students Served

The Center is proposing to serve 83 students at each site during in-class support, based on school day attendance and interactions with students ($25 \times 83 = 2,075$ students); sites with higher contracted ASES, 21st CCLC, or Central funds will target higher numbers during in-class support. The Club ASES model, proposes to serve a minimum of 100 students per feeder pattern call ($5 \times 100 = 500$ students).

Location of Services

The Center is proposing ASES staff report to campus school sites to ensure stable WiFi, technology and resources. Staff will work remotely from classrooms and abide by all health and safety guidelines. School Sites include:

- Abraham Lincoln Elementary
- AM Winn Waldorf K-8
- Bowling Green Elementary
- Camellia Basic Elementary
- Caroline Wenzel Elementary
- Cesar Chavez Intermediate
- David Lubin Elementary
- Earl Warren Elementary
- Elder Creek Elementary
- Ethel Phillips Elementary
- Golden Empire Elementary
- Hubert Bancroft Elementary
- John Bidwell Elementary
- John Cabrillo Elementary
- Martin Luther King Jr. K8
- Nicholas Elementary
- OW Erlewine Elementary
- Pacific Elementary
- Peter Burnett Elementary
- Pony Express Elementary
- Sequoia Elementary
- Tahoe Elementary
- Theodore Judah Elementary
- Washington Elementary
- William Land Elementary
- Woodbine Elementary

During Club ASES, students will be invited to join enrichment sessions based on their high school feeder pattern. During this time, Program Managers will host daily read alouds at grade level, social and emotional learning using the Sanford Harmony curriculum, and enrichment activities including but not limited to:

| Club Based Enrichment | Social Emotional Well-Being of Students/Families |
|---|---|
| <p>Prevention- tobacco, cyber bullying</p> <p>Literacy: poetry, script writing, music writing, reading</p> <p>Advocacy club regarding efforts that matter to youth</p> <p>Visual or fine arts-sketching, painting, dance</p> <p>STEAM: Recycle Art, Coding Programs, Kahoot Games, and Rube Goldberg</p> <p>Healthy Choices: Cooking demos, Nutrition Exploration</p> <p>Physical fitness: indoor or outdoor sports, Soccer for Success-Skills and drills</p> <p>Reach out to Community Partners to bring field trip to Students. E.g. Girl Scout Troops, Soccer for Success, Lemon Aid Stands, NBA Math Hoops.</p> <p>Host weekly Virtual Field Trips</p> <p>Deliver a 6 week PBL Art Activity based on Color Theory, Different Art Mediums, Different Genres of Art</p> <p>Incorporating Music into STEM (Producing music, Producing beats, 8 count, etc- reinforcing math)</p> <p>Collaborate with museums to reinforce student's learning and understanding</p> | <p>Weekly check ins with families and students about their needs.</p> <p>Providing them list of resources etc</p> <p>Facilitate Sanford Harmony: SEL skills instruction to help students develop and practice the SEL competencies.</p> <p>Group "circle" restorative discussions</p> <p>Facilitated buddy program</p> <p>Virtual Calming Room and Mindfulness: Daily Check-Ins</p> <p>Daily Check Ins: Yoga Mindfulness, "Wellness" Checks, Individually checking in with families who are not present in distance learning</p> <p>Providing Services to families: Community Resource Posting Board, Connecting them to services, "Resources Round Up"</p> <p>Virtual Family Events: Prevention Awareness, Virtual Family Dance, Family Fitness Hour</p> <p>Parent Check Ins: Coordinate Guest Speaker, online Parent Q/A, Family Academy Style Workshops, Virtual Coffee Connections</p> <p>SEL Lessons: Providing school site specific SEL lessons (I.e. Leader In Me...etc). Listening Circles. School SEL Blog</p> |

Proposal for Expanded Learning Program (Distance Learning)

During in-class support, frontline staff will be partnered with teachers to offer small group support. Principals can also choose from the following menu options based on site needs:

| Clerical Support | Google Classroom Support | Academics |
|--|---|--|
| <p>Calls to students who are not regularly attending</p> <p>Infinite Campus attendance</p> <p>Assemble material packets</p> <p>Support parent communication with parents during office hours or after hours during afterschool</p> <p>Newsletters that include what is happening during the school day and during virtual after school</p> <p>Technical assistance</p> <p>Create and process feedbacks, survey, etc</p> <p>Provide technical support for Distance Learning videos, and computer literacy</p> <p>Monitor, support and schedule students for break out session</p> | <p>GC monitor to post activities; Finding, creating and posting interesting content</p> <p>Being in the GC with the teachers and supporting teachers and students with instruction.</p> <p>Conducting break- out sessions or one on ones for students who need extra assistance</p> <p>Helping keep the class attention during live instruction</p> <p>Added to teacher's google classrooms for support</p> <p>Polling Questions - constant feedback from students and parents</p> <p>Connect various platforms (for example, flip grid, google docs, google calendar, google photos)</p> <p>Google Meet for tutoring</p> <p>Presenting and organizing resources in different ways to help students understand new concepts</p> | <p>Homework Assistance</p> <p>Reinforcing learning activities</p> <p>Literacy: Read Alouds, Creative Writing, and Reader's Theater.</p> <p>Small group chapter/concept review (Math)</p> <p>Practice of high frequency words and spelling (ELA)</p> <p>Recall, Retell, Comprehension (ELA)</p> <p>Small group reading/typing skills (ELA)</p> <p>Exploring real world issues (ex. global warming, animal extinction, natural disasters) (Science)</p> <p>Vocabulary/ Concept review (Math/Science)</p> |

Purpose

Provide in-class support during teacher led instructional time and Club ASES during after school hours. The Center staff will provide opportunities for students to participate in small group pull-out sessions designed to support their synchronous and asynchronous distance learning. Club ASES provides students with:

- Education and literacy element (foundational skills, classwork support);
- Enrichment (Life Skills, STEM, Art/Crafts);
- Technology/Support;
- Mentoring;
- Recreation and Physical Activity;
- Social Emotional Support.

Population

Grades K-6th grade at 25 elementary and K-8 sites.

Schedule/Program Information

The Center's programming proposes to be divided into two components; in-class support (9:30am-1:00pm) and Club ASES/enrichment activities (2:30pm-4:00pm). Students who attend Club ASES will qualify for the district provided Supper Meal program.

Sample schedule for in-class support: 8am-2pm

| Time | Schedule |
|-------------------|---|
| 8:00 am - 9:00 am | Program Manager Administration Time/ Prep |
| 9:00 am - 9:30 am | Team Leader Prep Time/Check In with Program Manager |
| 9:30 am - 1:00 pm | GC support based on teacher needs and Principal goals/plans |
| 1:00 pm - 2:00 pm | Lunch Break |

Sample schedule for Club ASES (enrichment): 2pm-5pm

| Time | Schedule |
|-------------------|---|
| 2:00 pm - 2:30 pm | Program Manager Administration Time/ Prep |
| 2:30 pm - 2:45 pm | Literacy: Read Alouds at grade level |
| 2:45 pm - 3:00 pm | SEL: Sanford Harmony |
| 3:00 pm - 3:45 pm | Enrichment: e.g. Soccer for Success, Girl Scouts, Arts and Crafts, SEL, STEAM, Literacy, and Healthy Choices and Behaviors. Virtual field trips |
| 3:45 pm - 4:00 pm | Debriefing Learning, Check In, Sign Off |
| 4:00 pm - 5:00 pm | Program Manager Administration Time |

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Target Excellence**

The Sacramento City Unified School District (“District” or “SCUSD”) and the Target Excellence (“TE”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 27, 2020 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Target Excellence to develop, maintain and sustain programs that offer support services to **Bret Harte Elementary, Mark Twain Elementary, James Marshall Elementary and Rosa Parks K-8** programs and recreational activities supporting the After School Education and Safety expanded learning programs at the above mentioned schools during the school year 2020-2021. This collaboration is designed to provide students opportunities to expand learning, 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 expanded learning care for students.

Due to COVID-19, all services will be virtually provided via Google Classroom, Zoom or other virtual platforms approved by the District. All TE employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once TE has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE has suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days
EXLP 05—Early Release and Late Arrival Policies
EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. TE shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs

Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. TE shall adhere to scope of services outlined in this agreement.

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

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse TE for direct services not to exceed **\$508,618.33** be made in installments upon receipt of properly submitted invoices.

Breakdown:

| Program/Funding | School Name | Contract Amount | Target Days |
|-----------------|---------------------------|---------------------|-------------|
| ASES | Bret Harte Elementary | \$131,305.03 | 180 |
| ASES | James Marshall Elementary | \$113,193.99 | 180 |
| ASES | Mark Twain Elementary | \$113,193.99 | 180 |
| ASES | Rosa Parks K-8 | \$150,925.32 | 180 |
| Total | | \$508,618.33 | |

The final installment shall not be invoiced by TE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, TE shall provide documentation of **\$76,292.75** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. TE agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the

California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify TE of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, TE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* TE shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 27, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in

this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither TE, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. TE's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, TE shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to TE prior to the execution of this Agreement. TE is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. TE shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. TE waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME: _____
By: Angela Love _____ Date 8/31/2020
Authorized Signature Date

Print Name: Angela Love

Title: Executive Director

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of TE to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials. **(Note: All Expanded Learning programs will start virtually due to COVID-19).**
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, TE site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Target Excellence shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
2. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders including school site administrators. TE's Expanded Learning plan is attached to this Agreement and TE will be held accountable to follow the plan presented to the District.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan.
<https://returntogether.scusd.edu/return-health>
5. 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. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly TE meetings, monthly TE Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside TE contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
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 site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). TE will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

The District shall:

1. Designate a school staff person to work directly with the Program Manager for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. 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 when services resume in-person.
7. Help coordinate custodial and storage needs of the program.

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

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

2. TE and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.

3. TE will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks. (Once services resume on sites)
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.

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

5. Program staff will conduct themselves in a professional manner at all times by being:

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, TE/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2018-2019-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
 11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
 12. Program managers and instructional aids will participate in district offered professional development.
 13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.


COVID-19 Addendum

In further consideration for this Agreement, TE enters this COVID-19 Addendum as TE would like their staff to provide services from the school sites due to internet access issues.

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

TE: Angela Love

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

Signature and Title:  Executive Director

Work Phone: (916) 214-5433

Other Phone:

Rosa Parks Distance Learning Plan

- TE will continue to hand out and deliver supplies as needed.
- TE will host Zoom tutoring one hour daily, Monday - Friday.
- TE will provide SEL activities posted to TE Google classroom.
- TE will assist students with reading by hosting a reading zoom room, 1 hour daily
- TE will assist principal with making calls/wellness checks on families and students who are not engaging in Distance Learning.
- TE will distribute a newsletter weekly to include school and district updates as well as SEL and Enrichment activities.
- TE will work with current and prior supplemental providers to provide video and links to enrichment activities

Mark Twain Distance Learning Plan

- IAs will be supporting teachers in their individual classrooms, (on site). Staff will support all grade levels as requested by teachers on site.
- TE will continue to hand out and deliver supplies as needed.
- TE will host Zoom tutoring for one hour daily Monday - Friday.
- TE will provide SEL activities posted to Google classroom.
- TE will distribute a newsletter weekly to include school and district updates as well as SEL and Enrichment activities.
- TE will assist principal with making calls/wellness checks on families and students who are not engaging daily.

James Marshall Distance Learning Plan

- IAs will be supporting teachers in their Google classrooms, as permitted by teachers. IAs available for all grade levels.
- TE will continue to hand out and deliver supplies as needed.
- TE will host Zoom tutoring for a minimum of one hour per day, Monday - Friday.
- TE will provide SEL activities posted to TE Google classroom regularly.
- TE will assist students with reading by hosting a reading Zoom room, 1 hour daily.
- TE will regularly provided guided enrichment activities for students at all grade levels.
- TE will assist principal with making calls/wellness checks on families and students who are not engaging in Distance Learning.
- TE will distribute a newsletter weekly to include school and district updates as well as SEL and Enrichment activities.
- TE staff will remain available to work on site as requested by Principal.

Bret Harte Distance Learning Plan

- TE Staff will assist in breakout rooms with teachers (on site) during designated times, by grade level. Staff will assist teachers grades 2-6 onsite from 9:00 am – 1:20 pm Monday-Friday.
- TE will host Zoom tutoring/Homework Help for a minimum of one hour per day, Monday - Thursday.
- Fridays 1:30-2:30pm Fun Friday – students can join Zoom meetings for fun activities with peers and staff.

- TE will assist principal with making calls/wellness checks on families and students who are not engaging in Distance Learning.
- TE will distribute a newsletter weekly to include school and district updates as well as SEL and Enrichment activities.
- TE staff will remain available to work on site as requested by Principal.