



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: September 7, 2017

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Supplies/Equipment

Estimated Time of Presentation: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer
 Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ADULT EDUCATION

A18-00024 Sacramento Employment and Training Agency (SETA)	7/1/17 – 12/31/18: ELL Workforce Navigator Program: Services will be provided to 40 students at the Charles A. Jones Career and Education Center and will include vocational English language instruction, Adult Basic Education (ABE), high school completion/equivalency, career exploration, labor market research, career pathways development, work based learning, vocational training, support services, and job placement and retention services. Special focus will be placed on targeting outreach to refugee and Special Immigrant Visa (SIV) holder populations. Project Outcomes: <ul style="list-style-type: none">• Increase referrals enrollments and co-enrollments of ELLs in the workforce system• Increase alignment and integration of WIOA Title I and Title II programs• Increase in ELLs obtaining high school degree• Increase in ELL training enrollments• Increase in numbers of ELLs obtaining gainful employment	\$120,000 No Match
A18-00026 California Department of Education	7/1/17 - 6/30/18: Carl Perkins Career and Technical Education (CTE) Grant. Funding supports the special population of approximately 400 adults in Career Technical Education programs at the Charles A. Jones Career & Education Center. District CTE programs help to prepare our adult students for jobs.	\$46,951 No Match

AREA ASSISTANT SUPERINTENDENT (EQUITY)

A18-00027 Rockefeller Philanthropy	8/15/17 – 8/14/18: The SEL Teacher Professional Learning Cohort aims to bring a group of K-12 SCUSD teachers together in order to collaborate and align Social Emotional Learning core competencies to academic content and classroom climate practices. <ul style="list-style-type: none">• The cohort will meet monthly to collaborate in shared learning around setting classroom norms and intentions, the process of reflection, and SEL application to academic content.• As a year-end goal, the cohort will develop a Teacher SEL/Academic Integration Toolkit to be shared with other teachers in the district.• The Cohort will consist of 30 teachers who have yet to be identified, but will represent the K-12 spectrum.• Approximately 900 students will be impacted by this project, with potential for more as the toolkit is shared district-wide. The grant will be used to compensate teachers for their time, as well as for materials, supplies, and printing of	\$25,000 No Match
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resources.

STUDENT SUPPORT & HEALTH SERVICES

A18-00021 The California Endowment	8/1/17 – 7/31/19: Connect Center – Strengthening Health and Mental Health Services: To improve health outcomes for youth by connecting students and their parents with accessible health care and mental health supports within the district. The Connect Center serves all district schools. Expected outcomes include: <ul style="list-style-type: none">• Increased coordination and integration of health promoting services within and between the district and community partners, such as improving health insurance enrollment and navigation through our partnership with Sacramento Covered.• Increased knowledge and utilization of the Connect Center as a portal to health care and wellness for students and families, particularly for students attending school sites without on-site Student Support Centers or other supports.• Increased capacity of the Connect Center to support the needs of the district's most vulnerable students, such as LGBT support services that provide Safe Zone training to staff, Gay Straight Alliance Club technical assistance, LGBT Task Force facilitation, and mentoring to students.	\$130,000 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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FACILITIES SUPPORT SERVICES

SA18-00144 Premier Management Group	9/1/17 – Completion of Services. Construction Management services for field improvements at C.K. McClatchy High School.	\$129,000 Measure Q Funds
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LEATAATA FLOYD ELEMENTARY

SA18-00154 Conditions for Learning	7/1/17 – 6/30/18: Support Leataata Floyd Elementary School educators in aligning the District's Strategic Plan, 21st Century skills and Standards-Based Project Based learning through on-site training and in-class support.	\$95,000 Title I Funds
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YOUTH DEVELOPMENT

SA18-00177 Boys & Girls Club	9/1/17 – 6/30/18: Develop, maintain and sustain programs that offer expanded learning programming at Edward Kemble and Leataata Floyd Elementary Schools and Teichert Branch community site.	\$287,970 21 st Century Community Learning Center; After School Education & Safety Funds
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SA18-00178 Center for Fathers & Families	9/1/17 – 6/30/18: Develop, maintain and sustain the Before & After School Programs at Fr. Keith B. Kenny, H.W. Harkness and Isador Cohen and Pacific Elementary Schools.	\$405,049 21 st Century Community Learning Center; After School Education & Safety Funds
SA18-00179 City of Sacramento Teen Services	9/1/17 – 6/30/18: Develop, maintain and sustain programs that offer expanded learning programming at Sam Brannan Middle School	\$139,230 21 st Century Community Learning Center; After School Education & Safety Funds
SA18-00180 Focus on Family Foundation	9/1/17 – 6/30/18: Develop, maintain and sustain programs that offer expanded learning programming at John Still K-8 School, Parkway and Susan B. Anthony Elementary Schools, Luther Burbank High School and Phoenix Park community site.	\$687,901 21 st Century Community Learning Center; After School Education & Safety; Title I Funds
SA18-00181 New Hope Community Development Corp.	9/1/17 – 6/30/18: Develop, maintain and sustain programs that offer expanded learning programming at Hollywood Park and Sol Aureus after school programs, William Land before school program, and William Land Mandarin Immersion program.	\$260,598 After School Education & Safety; Title I Funds
SA18-00183 Roberts Family Development Center	9/1/17 – 6/30/18: Develop, maintain and sustain programs that offer expanded learning programming at Leataata Floyd Elementary School and Meadow Glen neighborhood community site.	\$134,240 21 st Century Community Learning Center; Title I Funds
SA18-00184 Target Excellence	9/1/17 – 6/30/18: Develop, maintain and sustain programs that offer expanded learning programming at Bret Harte, Cesar Chavez, Elder Creek, Ethel I. Baker, James Marshall, John Sloat, Oak Ridge, Theodore Judah and Mark Twain Elementary Schools and Rosa Parks K-8 School.	\$1,598,147 21 st Century Community Learning Center; After School Education & Safety; Title I Funds

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 170808	Nutrition Services – Fresh Sliced Bagged Apples & Bagged Grapes
Bids Received:	August 24, 2017
Recommendation:	Farmington Fresh
Amount/Funding:	\$619,255.00 / Nutrition Services

BIDDER	BIDDER LOCATION	AMOUNT
Farmington Fresh, LLC	Stockton, CA	\$619,255.00
Gold Star Foods	Ontario, CA	\$619,199.99
Peterson Farms Fresh	Shelby, MI	Non-responsive



Sacramento
Employment and
Training
Agency

A18-00024

July 7, 2017

GOVERNING BOARD

LARRY CARR
Councilmember
City of Sacramento

PATRICK KENNEDY
Board of Supervisors
County of Sacramento

DON NOTTOLI
Board of Supervisors
County of Sacramento

SOPHIA SCHERMAN
Public Representative

JAY SCHENIRER
Councilmember
City of Sacramento

KATHY KOSSICK
Executive Director

925 Del Paso Blvd., Suite 100
Sacramento, CA 95815

Main Office
(916) 263-3800

Head Start
(916) 263-3804

Website: <http://www.seta.net>

Dr. Susan Lytle Gilmore
Director III, Adult Education
Sacramento City Unified School District
5451 Lemon Hill Avenue
Sacramento, CA 95824

CAT NO./CFDA: 17.258 (Adult)

Dear Dr. Gilmore:

Congratulations! Pursuant to action by the SETA Governing Board on April 6, 2017, Sacramento City Unified School District has been awarded \$120,000 in Workforce Innovation and Opportunity Act (WIOA), Governor's discretionary funds to provide English Language Learners (ELL) program services to 40 eligible participants. The term of this contract number 074999ELL will be July 1, 2017 through December 31, 2018.

Participant enrollment will begin August 1, 2017.

In order to proceed with the contract process, the following items must be completed and submitted to SETA's Contract Unit no later than July 14, 2017. These forms will be provided electronically:

- **Original Board Resolution** (include corporate seal, if applicable)
- **Budget and Cost Allocation Plan** in the amount of \$120,000*

**Invoicing for July is limited to planning and program startup costs.*

Time is of the essence, therefore, these documents will need to be completed and **emailed to gricelda.ocegueda@seta.net no later than Friday, July 14, 2017.** If you have questions or need assistance in completing these forms, please contact me at (916) 263-3838.

Sincerely,

Gricelda Ocegueda
Workforce Development Analyst III

cc: Ms. Eileen Ramos-Prince

"Preparing People for Success: in School, in Work, in Life"

**RESOLUTION AUTHORIZING EXECUTION OF WIOA SERVICES CONTRACT
WITH THE SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

(GOVERNMENTAL ENTITY)

WHEREAS, the Sacramento City Unified School District
(Legal Name of Entity)
a California governmental entity (hereinafter referred to as "CONTRACTOR"), desires to enter
into a WIOA SERVICES CONTRACT with the SACRAMENTO EMPLOYMENT AND TRAINING
AGENCY, a Joint Powers Agency and WIOA Grant Recipient and Fiscal Agent (hereinafter
referred to as "SETA"), for the operation of a ELL Workforce Navigator Program
program under the Workforce Innovation and Opportunity Act (WIOA);

THEREFORE, BE IT RESOLVED THAT the Governing Body of CONTRACTOR hereby
authorizes the execution of CONTRACT # 074999ELL by and between CONTRACTOR
and SETA; and

BE IT FURTHER RESOLVED THAT:

	<u>Name</u>	<u>Title</u>
1.	<u>Gerardo Castillo</u>	<u>Chief Business Officer</u>
2.	<u></u>	<u></u>
3.	<u></u>	<u></u>

is/are hereby authorized on behalf of and in the name of CONTRACTOR and as its official act
and deed to sign and otherwise enter into CONTRACT # 074999ELL with SETA; and

BE IT FURTHER RESOLVED THAT:

	<u>Name</u>	<u>Title</u>
1.	<u>Susan Lytle Gilmore</u>	<u>Director, Adult Education</u>
2.	<u></u>	<u></u>
3.	<u></u>	<u></u>

shall be authorized to act on behalf of CONTRACTOR with respect to this CONTRACT # _____
074999FII by and between CONTRACTOR and SETA and that SETA may rely
upon any communication or act, including telephone communication, made by the individuals
authorized to act on behalf of CONTRACTOR pursuant to this resolution; and

BE IT FURTHER RESOLVED THAT the CONTRACTOR's Data Security and
Confidentiality Designee for purposes of the CONTRACT is:

Name: Susan Lytle Gilmore

Address: 5241 J Street

Sacramento, CA 95819

Telephone: (916) 277-6533

Email: gilmores@scusd.edu

BE IT FURTHER RESOLVED THAT the following individuals comprise the entire
Governing Body of CONTRACTOR***:

	<u>Name</u>	<u>Address</u>	<u>City, Zip Code</u>
1.	<u>Jay Hansen, President</u>	<u>5735 47th Avenue</u>	<u>Sacramento 95824</u>
2.	<u>Jessie Ryan, 1st Vice President</u>	<u>5735 47th Avenue</u>	<u>Sacramento 95824</u>
3.	<u>Darrel Woo, 2nd Vice President</u>	<u>5735 47th Avenue</u>	<u>Sacramento 95824</u>
4.	<u>Ellen Cochrane</u>	<u>5735 47th Avenue</u>	<u>Sacramento 95824</u>
5.	<u>Christina Prichett</u>	<u>5735 47th Avenue</u>	<u>Sacramento 95824</u>
6.	<u>Michael Minnick</u>	<u>5735 47th Avenue</u>	<u>Sacramento 95824</u>
7.	<u>Mia Vang</u>	<u>5735 47th Avenue</u>	<u>Sacramento 95824</u>
8.	_____	_____	_____
9.	_____	_____	_____

*** Add additional pages if necessary

AND BE IT FURTHER RESOLVED THAT the authority conferred pursuant to this resolution and the representations contained herein shall remain in full force and effect until written notice of the revocation thereof shall have been received by SETA.

I, Gerardo Castillo, Chief Business Officer
of Sacramento City Unified School District, a California
(Legal Name of Contractor)
California local governmental entity, do hereby certify and declare that the foregoing is a full,
true and complete copy of a resolution duly passed and adopted by the Governing Body of said
governmental entity at a meeting of said Body duly and regularly called, noticed and held, at
Serna Center, 5735 47th Avenue, on the 28th day of June, 2017,
at which meeting a quorum of the Governing Body was present and a majority of which quorum
voted in favor of said resolution, and that said resolution is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and this 28th day of
June, 2017.

Sacramento City Unified School District
(Name of Entity)

BY: 
(Signature)

Gerardo Castillo
(Typed Name)

AUG 22 2017

118-000226

Grant Award Notification

RECEIVED

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified 5735 47th Avenue Sacramento, CA 95824-4528				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14893	6743	00
Attention Jorge Aguilar				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Office of the Superintendent				Resource Code		Revenue Object	34
Telephone 916-643-9000				3555		8290	INDEX
Name of Grant Program Carl D. Perkins Career and Technical Education Improvement Act of 2006							0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$46,951	0	\$46,951	0	July 1, 2017	June 30, 2018	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.048A	V048A170005	Carl D. Perkins Career and Technical Education Improvement Act of 2006				Department of Education	
<p>I am pleased to inform you that you have been funded for the Carl D. Perkins Career and Technical Education Improvement Act of 2006</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Sarah Parker, Staff Services Analyst Career Technical Education Administration and Management Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Charlene Cowan				Job Title Education Programs Consultant			
E-mail Address CCowan@cde.ca.gov					Telephone 916-323-4747		
Signature of the State Superintendent of Public Instruction or Designee Tom Tonlaksen					Date August 15, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		



15 West 48th Street, 10th Floor
New York, NY 10036
212.454.4000
www.rpa.org

A18-00027

July 27, 2017

Peter Newman and Nicole Quinn
Equity Coaches
Sacramento City Unified School District
5735 47th Ave
Sacramento, CA 95824

Dear Peter Newman and Nicole Quinn,

It is a pleasure to inform you that the Social and Emotional Learning (SEL) Fund, a sponsored project of Rockefeller Philanthropy Advisors, Inc. (RPA), has approved a grant in the amount of \$25,000 to Sacramento City Unified School District (Grantee).

The following terms and conditions apply to this Grant Agreement:

1. Use of Grant Funds

- Funding obtained under this agreement may not be used for any purpose other than for the Social and Emotional Learning project described in the grantee's application

2. Grant Period

- The grant will have duration of August 15, 2017 to August 14, 2018.

3. Grant Payment Schedule

- Payment will be dispersed upon receipt of signed grant agreement.

4. Reporting

- Grantee is required to submit a year-end financial report on their expenditure of funds.
- A Reporting template will be provided to the Grantee
- Reports can be submitted by email to Joe Anderson at Education First (janderson@education-first.com).
- Required reports are due on or before the following dates:

Type of Report	Due Date
Narrative & Financial Report	September 15, 2018

- Grantee agrees that it will permit RPA and/or its authorized representatives to monitor and evaluate the project funded by this grant through communications, including site visits, and the review of records, as appropriate.

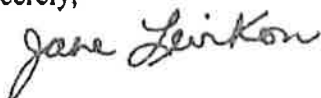
5. Grantee Tax-Exempt Status

- As a condition to the receipt of the grant funds announced in the Award Letter, the undersigned organization certifies that it is either a charitable or governmental entity in accordance with the U.S. Department of the Treasury, Internal Revenue Service Code.

6. Termination of Grant

- If Grantee fails to follow any of the terms and conditions of this Grant, RPA will terminate this agreement and further, Grantee shall refund any unexpended funds to Grantor and will not be entitled to any further Grant funds.

Sincerely,



Jane Levikow
Vice President, Sponsored Projects & Funds
Rockefeller Philanthropy Advisors

CERTIFICATION:

Accepted and Agreed by the following individual, certified to be a responsible officer of the named grantee organization.

Mai Xi Lee
NAME (Print)

SEL Director
TITLE


SIGNATURE

July 28, 2017
DATE

THE CALIFORNIA ENDOWMENT
PROGRAM SUPPORT GRANT AGREEMENT

Sacramento City Unified School District

EIN 94-6002491

Grant Number 20181343

This Program Support Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

I. GRANTEE’S STATUS

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

Connect Center - Strengthening Health and Mental Health Services: To improve health outcomes for youth by connecting students and their parents with accessible health care and mental health supports within the Sacramento City Unified School District.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

III. EXPECTED OUTCOMES OF GRANT

1. Increased coordination and integration of health and human services within and between Sacramento City Unified School District (SCUSD) and community partners:

- a). Connect Center staff will provide assistance to more than 500 students and their families;
- b). Connect Center staff will provide at least six (6) trainings per year to family and community members, and three (3) trainings per year to district staff and community partners;

- c). Connect Center staff will continue to collaborate with community partners (eg. Sacramento Covered, Legal Services of Northern California, and Teachers for Healthy Kids (THK) to improve access to health care coverage and to provide health care navigation services;
- d). Connect Center staff will attend and represent SCUSD at the Health Access Action Team meetings;
- e). Connect Center staff will complete evaluation logs for Building Healthy Communities (BHC) local evaluators, as needed

2. Increased knowledge and utilization of SCUSD schools as portals to health care and wellness for children and families:

- a). Connect Center staff will expand case management services and access to critical support services to students and their families by outreaching and engaging at least 70% of SCUSD schools;
- b). Connect Center staff will provide ongoing training to 400 parents, families and district staff regarding student health and wellness.

3. Increased capacity of the Connect Center to support the needs of the district's most vulnerable students:

- a). Connect Center staff will participate in at least six (6) policy meetings at the district, city, county and state levels and communicate with decision-makers regarding the health needs of Sacramento's children and families;
- b). Connect Center staff will provide information twice (2x) a year at School Board and/or cabinet meetings on student health and wellness and the connection between student health and learning;
- c). Connect Center staff will lead and participate in at least six (6) school/community health collaborative meetings;
- d). The Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) Youth and Family Advocate will provide at least four LGBT awareness trainings for staff at middle school and/or high schools.

4. Increased capacity of the Connect Center to serve more students, and to explore ways to self-sustain its operations:

- a). Connect Center staff and Student Support and Health Services (SSHS) Department will analyze Connect Center referral data as well as school site Student Support Center usage data to determine the highest need neighborhoods in the district;
- b). The Student Support & Health Services Director and Connect Center staff will present to the SCUSD Board of Education at least once a year to share information about Connect Center successes and challenges;

c). The Student Support & Health Services Director and the Area Assistant Superintendent overseeing the department will present to SCUSD Cabinet at least once a year to advocate for district Local Control Funding Formula funds to support the Connect Center.

IV. AMOUNT OF GRANT

\$130,000.00, payable as follows.

\$65,000 upon The Endowment's receipt of this executed Agreement; \$65,000 on August 31, 2018.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from August 1, 2017 to July 31, 2019, unless otherwise agreed upon in writing by The Endowment.

VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempting, to influence legislation, provided that this Section shall not prohibit the use of grant funds for any communication that constitutes nonpartisan analysis, study, or research, or a response to a written request for technical assistance from a government body, as defined in Section 4945 of the Code and regulations thereunder,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.

B. Return of Funds. Grantee shall return to The Endowment any grant funds under the following conditions:

1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.
- The schedule of due dates for such written reports is:
- 1st interim report: August 31, 2018;
- Final Report: August 31, 2019
- E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- F. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- G. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.

- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- K. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- L. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee. Grantee shall ensure that every subgrantee, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.
- N. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- O. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- P. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- Q. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- R. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in

connection with any act or omission of The Endowment, its officers, directors, employees, or agents.

- S. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.

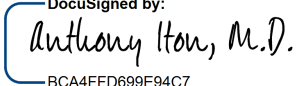
If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

“THE ENDOWMENT”

THE CALIFORNIA ENDOWMENT,
a California nonprofit public benefit
corporation.

“GRANTEE”

**SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**

By: 
BCA4FFD699E94C7...

Name: Anthony Iton, M.D.

Title: Senior Vice President

Date: 7/31/2017 | 9:44 AM PDT

By: 
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Name: Gerardo Castillo

Title: CBO

Date: 8/10/2017



Construction Management Agreement

THIS CONSTRUCTION MANAGEMENT AGREEMENT is entered into as of September 1, 2017 by and between the Sacramento City Unified School District, a California public school district (the "District", and Premier Management Group, Inc., an Independent Contractor, herein after referred to as ("Consultant" or "Construction Manager").

RECITALS:

WHEREAS, District is in the process of improving the track and field facilities on its premises located at 3066 Freeport Blvd, Sacramento, California; and

WHEREAS, District is in need of Construction Project Management Services in relation to contract bidding, design coordination, construction coordination, expenditures, project completion, interagency coordination, internal communications and other matters as set forth herein; and

WHEREAS, Consultant possesses the necessary skills, experience, knowledge, including knowledge of State and School District requirements such as the Leroy F. Greene Act of 1998-SB-50 and the Education Facilities Bond, Proposition 47, and that required by Government Code section 4529.5, and technical and financial resources to undertake the performance and obligations of the Construction Project Management Services required herein; and

WHEREAS, Consultant is licensed and/or registered as defined in the State of California Government Code section 4525(e); and

WHEREAS, District may contract with any persons for the furnishing to the District of special services and advice as described above pursuant to California Education Code 35160 and 35160.1; and Government Code 53060, and may contract for Construction Project Management Services pursuant to Government Code 4526.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual acts and promises as contained herein, it is agreed by and between the District and Consultant as follows:

1. PROJECT:

Consultant services, as provided herein, are for and limited to all phases of construction and work necessary for the completion of District's Field Improvements at C.K. McClatchy High School, hereinafter "Project," to be located at District's premises located at 3066 Freeport Blvd, Sacramento, California. "Project" as used in this Agreement shall include any and all tasks and related activities reasonable and necessary for the construction and completion of the Project, including acceptance by District.

This Agreement shall be governed by the laws of the State of California, including as applicable, regulations of the State Allocation Board, State of California Leroy F. Greene Lease-Purchase State Building Funds of 1998-SB50 and the Education Facilities Bond, Proposition 47, and of any other governmental agency with authority pertaining to reimbursement of such funds to the District, all of which shall be deemed incorporated herein by this reference and the Consultant shall be obligated to comply with the same.

No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

2. NATURE OF THE WORK:

Consultant has fully familiarized itself with all aspects of the Project and understands and agrees that Consultant shall further the interests of District by furnishing skill and judgment as a provider of Construction Project Management Services, in cooperation with District representatives and, where appropriate, in reliance upon the services of the Project Architect. Consultant agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Consultant shall be responsible, to the extent described in this Agreement, for ensuring that the Project is completed in a competent and professional manner within the District's budget and in accordance with the District's schedule for timely completion of the Project.

Consultant shall perform special services and provide advice on behalf of the District as follows:

- a. Technical advice regarding construction;
- b. Construction coordination, including progress schedules, change orders and problem solving;
- c. Interagency coordination including, but not necessarily limited to, coordination between Consultant and:
 - 1) Architect; and
 - 2) The State of California – Division of the State Architect, "DSA", where appropriate;
- d. Internal communications, including Board reports, internal staff updates and community updates. The Consultant shall develop a communication system to ensure clear communication between the District, the Consultant, the Architect, contractor and other parties involved with the Project. In developing this communication system, the Consultant shall meet with the District, the Architect and others to determine the type of information to be reported, the reporting format and the desired frequency for distribution of the various reports;
- e. Review of building specifications and scope of work, including any and all Project related contractual obligations owed to District by any third party;
- f. Review of all phases and elements of construction for all purposes including the assurance that various construction agreements and elements are properly coordinated, scheduled and assigned in such a way to maximize project efficiency;
- g. General construction management and overseeing of all project construction; and
- h. Provision of superintendency functions on the job site. Consultant shall, promptly, in writing and consistent with its duty of care, recommend to District and relevant employees of the District findings regarding said Project construction and make suggestions thereon.

In addition, Consultant shall perform the following activities:

SCHEMATIC DESIGN PHASE

- a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shall: (1) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify and delineate the Architect's duties, the contractor's responsibilities, the District's responsibilities, the Consultant's responsibilities;

- and (5) set forth a plan for the administration and coordination of all work on the Project. The plan shall provide for Architect and District review and written acceptance.
- b. Construction Manager shall establish a preliminary construction budget or allowance in the format required by District, or if applicable, by the school construction funding agency identified by District, for written approval by the District. The purpose of the cost estimate is to show probable cost in relation to District's budget. If Construction Manager perceives site considerations, which render the Project expensive or cost prohibitive, Construction Manager shall disclose such conditions in writing to District immediately. Construction Manager shall provide a preliminary written time schedule for the performance of work on the Project. This master schedule shall specify the proposed starting and finishing dates and the dates by which certain construction activities must be complete. The Consultant shall submit the master schedule to the District for written acceptance and update the master schedule, as appropriate or at least on a monthly basis for District's acceptance.
 - c. Consultant shall conduct periodic Project meetings attended by the District, Architect and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The Consultant shall prepare and distribute minutes of these meetings to the District, Architect, and others in attendance.
 - d. Consultant shall assist the District in preparing documents concerning the construction budget for use in obtaining or reporting on Project funding.

DESIGN DEVELOPMENT PHASE

- a. Construction Manager shall provide District an updated estimate of construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the construction budget. Consultant shall prepare a Project and construction budget based on the separate divisions of the work required for the Project, following the Consultant's review of the Project plans and specifications prepared by the Architect. The Consultant shall review the budget with the District and the Architect and the Consultant shall submit the Project and construction budget to the District for acceptance. The Project and construction budget shall be revised by the Consultant as directed by the District and as necessary to ensure accuracy as changes are made throughout the Project. The proposed Project and construction budget may not be exceeded without prior written approval by District. Consultant shall make recommendations to the District concerning revisions to the Project and construction budget that may result from design changes. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project and construction budget.
- b. Provide construction feasibility review.
- c. Provide conceptual estimating assistance to Project Manager.
- d. Provide constructability analysis consistent with its experience and qualifications.
- e. Provide scheduling information, including providing and distributing periodic reports that compare actual progress with scheduled progress for this phase of the Project.
- f. Provide cost evaluations of alternative materials and systems.

BIDDING PHASE

- a. Conduct a pre-bid walk with potential bidders, if required by the bidding documents.
- b. Conduct post-bid interview with successful bidder prior to start of work.

CONSTRUCTION PHASE:

The Construction Phase of the Project will commence with the award of the construction contract and will end sixty (60) days after acceptance of the Project by the District, as indicated by recording

the Notice of Completion with the Sacramento County Recorder; provided that the Project Manager shall continue to be subject to certain construction phase services of the Consultant, as set forth in this Agreement, which extend beyond the expiration of the set sixty (60) day period.

- a. Provide general project management, including administrative, management, and related services as required to coordinate work of the contractor with any other contractor and with the activities and responsibilities of the Consultant, the District, and the Architect to complete the Project in accordance with the Project's plans and specifications, as well as the District's cost, time, and quality objectives. The Consultant shall be the party to whom all information shall be submitted.
- b. Require and review Master CPM construction schedule. Compare Contractor schedule with the schedule of any other contractor to determine if they result in a coordinated construction schedule. Require updates of schedule monthly. Prepare and distribute periodic reports that compare actual progress with scheduled progress. This evaluation shall serve as data for revision of the construction schedule report that shall be prepared and distributed to the Contractor, the District and the Architect by the Consultant. The construction schedule report shall be periodically updated to show current conditions as the work progresses. The report shall indicate actual progress compared to scheduled progress, and shall serve as the basis for progress payments to the Contractor.
- c. Material procurement consultation and advice, including recommending a schedule for the District's purchase of materials and equipment requiring long lead time procurement. Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project until such items are incorporated into the Project.
- d. Shop drawings and submittals review in cooperation with the Architect.
- e. Progress payment review, including preparing and distributing the progress payment reports. The reports shall state the total contract price, payment to date, current payment requested, retainage, and amounts owed. A portion of this report shall be a recommendation of payment that shall be signed by the Consultant and delivered to the District for use by the District in making payments to the Contractor.
- f. Recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, including potential schedule impacts. Implement change order procedures, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and Contractor's signatures and District authorization, and maintain logs, files, and other necessary documentation relating thereto. Regarding Contractor change order requests, the Consultant shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The Consultant shall provide to the Architect a copy of each change order request, and the Consultant shall, in its evaluations of the Contractor's requests, consider the Architect's comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the Consultant may be aware.
- g. Quality control. Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the Contractor that does not conform to the requirements of the Construction Documents. The Consultant is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Construction Documents or to approve or accept any portion of the work not conforming to the requirements of the Construction Documents. Communication between the Consultant and Contractor with regard to quality review shall not in any way be construed as binding the Consultant, the Architect, or the District or

releasing the Contractor from performing the work in accordance with the Construction Documents. No action taken by the Consultant shall relieve the Contractor of its obligation to perform the work in strict conformity with the requirements of the Construction Documents, and in strict conformity with all other applicable laws, rules and regulations. Consultant shall not be responsible for the failure of the Contractor to carry out work in accordance with the Construction Documents so long as Consultant has used all available means and undertaken good-faith efforts to secure the performance of the Contractor in accordance with the Construction Documents.

- h. Testing and inspection review. Consultant shall assist the District in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Consultant shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Architect.
- i. Agency approval's consultation and advice.
- j. Project close-out consultation and advice. Consultant shall determine, after consulting with District and Architect, when the Project and the Contractor's remaining work consists of punch list items. In consultation with the Architect, the Consultant shall prepare a list of incomplete work or work which does not conform to the requirements of the Construction Documents. The Consultant shall consult with the Architect and the District and shall determine when the Project and the Contractor's work are completed. The Consultant shall issue a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- k. Provide occupancy consultation and advice, and in reviewing the Master Project Schedule consider the District's occupancy requirements.
- l. Conduct a pre-construction meeting with all parties, including Contractor.
- m. Participate in periodic meetings with District, Architect and Project Manager to discuss such matters as procedures, progress problems and scheduling.
- n. Conduct weekly coordination meetings with Contractor and distribute meeting minutes. Develop 3-week short internal schedules (SIS) for use in each weekly meeting.
- o. Continuous daily on-site representation to observe Contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and Master CPM construction schedule.
- p. Consultant shall demand that Contractor provide recovery schedules where appropriate and recommend appropriate steps to take if Contractor either does not provide such schedules or the schedules are not realistic. Recovery schedules shall reflect the correct action and extraordinary efforts Contractor shall undertake to recapture lost time and shall be distributed to Architect and Project Manager.
- q. Keep records of construction progress and time schedules. Advise Contractor and District of any deviations from the time schedule that could delay timely completion and occupancy of Project. Maintain daily log documenting daily progress by trade and building as well as problems and delays. The daily log will include, but not be limited to, the weather, Contractor's staffing, work accomplished, problems encountered, rejection of material or work and other similar relevant data as the District may require.
- r. Review and respond, in cooperation with the Architect, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the Contractor for compliance with design and specifications, and ensure timely and uninterrupted progress of the work.
- s. Make offsite observations of fabricated materials and equipment within a one-hour radius. Observations outside of a sixty-mile radius will be billed on a time and materials basis.
- t. Advise regarding the amounts recommended to satisfy and assess liquidated damages, stop notices or other requirements of the construction contract documents.
- u. Analyze and advise District in cooperation with the Architect as to acceptability of test reports, methods, materials, equipment and systems.
- v. Review and advise District in cooperation with the Architect as to the acceptability of substitutions proposed by the Contractor.

- w. Review materials submitted by Contractor and assemble for and provide to District written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the Contractor and subcontractors in accordance with the Construction Documents.
- x. Use best efforts to achieve satisfactory performance from the Contractor. Consultant shall determine, through routine on-site inspections, that the work of the Contractor is being performed in accordance with the requirements of the Construction Documents in order to guard the District against defects and deficiencies in the work.
- y. When appropriate, advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the Contractor notice to recover progress on the schedule when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- z. Determine in general that the work of Contractor is being performed in accordance with the requirements of the Contractor's contract. Use best efforts to protect the District against defects and deficiencies in the work. With Architect and the District, reject work that does not conform to the requirements of the Contractor's contract. Consultant shall consult with the Architect and the District if Contractor requests an interpretation of the meaning or intent of the drawings and specifications, and assist in the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications.
- aa. Maintain on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record documents and revisions which arise out of Contractor's contract or work; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contract or work. Make all records available to the District. At the completion of the Project, deliver all such records and "as built" plans to the District.
- ab. Construction progress photos/videos.
- ac. Consultant shall assist the District in obtaining approvals and permits from all authorities having jurisdiction over the Project. The Consultant shall also verify that all required permits, bonds, and insurance have been obtained from the Contractor.
- ad. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the construction budget.
- ae. Consultant shall be responsible for reviewing Contractor's safety program.

POST CONSTRUCTION PHASE: Immediately upon the District's and Architect's approval of completion of the Project, and in addition to any additional submittals required by the Agreement, collect and submit the following close-out documentation to the District:

- a. Operations and maintenance data for equipment as required by the Contract Documents for the project.
- b. Warranties for equipment put into service.
- c. Tools, spare parts and maintenance materials.
- d. A list of Construction Contractor, Vendors, and Materialmen of every tier providing services, equipment, and/or materials in connection with the Project in a formal, adequately bound, catalogued form, including the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, including nights, weekends, and holidays.
- e. Final payment consultation and advice.
- f. Change order documentation review, consultation and advice.
- g. Warranty item consultation and advice.
- h. Guarantees consultation and advice.
- j. Filing of as-built documents.

- k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall review the Contractor's checkout of utilities, operational systems, and equipment or readiness and assist in their initial start-up and testing.
- l. Consultant shall also forward all of its documents and plans to the District upon completion of the Project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project. All documents, daily logs, and any other written work product generated by Consultant shall be deemed the sole and exclusive property of District.

Provide advice to District on apparent deficiencies in construction during all warranty periods following acceptance of Project.

3. DESIGNATED REPRESENTATIVE:

District shall have the right to approve the designated representative of Consultant. Wayne Sjolund shall be the designated representative of Consultant who shall personally provide all services as set forth in this Agreement unless otherwise agreed to by prior written agreement. Should Wayne Sjolund be unable at any time to perform the duties described herein, District shall have the right to approve a new designated representative of Consultant or to terminate this Agreement. District reserves the right to require that any designated representative or representatives of Consultant who proves not to be satisfactory to the District shall be removed upon written notice from the District.

4. PROJECT MANAGER:

District has designated Jim Dobson as the project manager authorized to act in District's behalf with respect to the Project. Project manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delays in the progress of Consultant's services.

5. DISTRICT RESPONSIBILITY:

Notwithstanding anything contained herein and to the contrary, it is understood and agreed that District is responsible for:

- a. The District shall provide information regarding the requirements of the Project, including its objectives, constraints and criteria, including space requirements and relationships, flexibility and expendability requirements, special equipment and systems and site requirements.
- b. The District shall provide a budget for the Project, based on consultation with the Architect, which shall include contingencies for bidding, changes during construction and other costs that are the responsibility of the District.
- c. The District shall retain Architect whose services, duties and responsibilities are described in the "Agreement for Architectural/Engineering Services, between the District and Architect.
- d. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contractor's Contract, the District shall give prompt written notice thereof to Consultant.
- e. The District shall make timely payments for all invoices that have been approved by the District, Architect and Consultant.
- f. The District shall furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by law or the Contractor's contract.
- g. The District shall provide the hook-up for telephone and power for Consultant.

6. PLACE OF WORK:

It is understood that Consultant services shall be rendered largely at the construction site located at 3066 Freeport Blvd, Sacramento, California and the offices of District located at 425 1st Avenue and 5735 47th Avenue, but the Consultant will, on request, provide services at such other places as designated by the District.

7. TIME DEVOTED TO WORK:

Consultant shall perform services described in Article 2 above, as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project, and to avoid any additional costs to District.

In the performance of Consultant's services, the services and the hours the Consultant is to work, on any given day, will be within Consultant's control and District will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Generally, the Parties anticipate Consultant will provide services between 7:30 a.m. and 4:30 p.m., unless otherwise coordinated with the Project Manager, 5 days per week until the project is completed. It is understood and agreed that the estimated total number of hours required by Consultant to complete the required services, shall be approximately 160 hours per month, excluding travel time. If additional hours are required in order to complete the Project, such hours may be authorized but only upon prior written agreement of the Parties.

8. PAYMENT:

District shall pay Consultant the total not to exceed One Hundred and Twenty-Nine Thousand Dollars (\$129,000) payable in monthly installments based on the number of hours worked provided Consultant shall have submitted a prior monthly report of time spent on the Project to the District. It is understood and agreed that Consultant's hours may vary from month to month but on average will not exceed 160 hours per month except upon prior written agreement by the Parties.

District shall pay Consultant in accordance with its usual and customary accounts payable practices and payment cycles. In addition, Consultant shall be reimbursed for all pre-approved, in writing, travel and out-of-pocket expenses incurred on behalf of District while away from Consultant's principal place of business, as defined in Article 6 of this Agreement.

District will reimburse Consultant for all reasonable costs ("Reimbursable Costs") not otherwise anticipated under this Agreement that are necessarily incurred by Consultant in the proper performance of its services under this Agreement. Any Reimbursable Costs shall be subject to the District's prior written approval. Payment of allowable Reimbursable Costs shall be made within thirty (30) days upon receipt and approval of Consultant's invoice(s).

9. TRANSPORTATION:

For transportation by automobile out of the Sacramento area, Consultant shall be reimbursed at the rate of \$.55 per mile.

10. TERM:

The initial term of this Agreement shall commence on September 1, 2017 and shall continue until the Project is completed. It is understood services as provided herein will generally begin one month prior to the start of construction and end, except as otherwise stated herein, 60 days after acceptance by the District of the Project as reflected in the recording of the Notice of Completion. This Agreement may be extended upon mutual agreement of the Parties.

11. TERMINATION:

District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement. In the event of early termination, the Consultant shall be compensated for all services satisfactorily performed to the termination date and any services pre-authorized by District in writing to wind up Consultant's services; provided however, District shall not be liable to pay more than the total amount of the Agreement. Upon

receipt of a notice of termination, Consultant shall promptly discontinue all services affected, unless the notice directs otherwise.

Upon termination of this Agreement as provided herein, Consultant shall promptly provide and deliver to District all files, notes, writings, documents, and other materials in Consultant's possession or under Consultant's control related to the services Consultant has performed on behalf of the District regarding the Project.

12. RELATIONSHIP BETWEEN THE PARTIES:

The Parties agree and intend that the relationship between them, created by this Agreement, is that of independent contractor. Consultant is not an employee of District, or of Architect, and is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pensions plans.

In providing the services contemplated by this Agreement, the Consultant shall, on behalf of the District, maintain a professional working relationship with the District, Contractor, and the Architect. The Consultant shall furnish all services in accordance with the standards of the industry for similar public works projects in the State of California and in accordance with all applicable Federal, State and local laws. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Consultant and the Architect or the Contractor or subcontractors or material suppliers for the Project, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the Consultant. Consultant will be liable and solely responsible for paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the Internal Revenue Service.

13. INDEMNIFICATION:

Consultant shall defend, indemnify and hold the District, its board members, officers, agents and employees harmless from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages and attorney's fees and costs, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Consultant or its agents, employees or subcontractors under this Agreement. Consultant shall reimburse the District for any expenditure the District may make by reason of the matters that are the subject of this indemnification, and if requested by the District, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of Consultant. It is understood and agreed that such indemnification will survive the termination of this Agreement.

14. INSURANCE:

Prior to commencement of and during all times that Consultant is providing services pursuant to this Agreement, Consultant shall, at its sole expense, maintain in full force and effect:

1. Commercial general liability insurance coverage for bodily injury, property damage, and personal injury, with policy limits of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents 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 such insurance is not kept in force as required herein, District may procure the necessary insurance and pay the premium therefore, and the premium shall be

paid by the Consultant to the District, or District may deduct the premium from any monies owing to Consultant under this Agreement.

2. Automobile insurance covering claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance and/or use of any motor vehicle, with a combined single limit of not less than \$1,000,000 per accident.
3. Errors and omissions insurance covering the services furnished by Consultant pursuant to this Agreement, providing for coverage on per occurrence basis for a minimum of One Million Dollars (\$1,000,000.00). The insurance policy shall not contain a provision providing for any deductible greater than Fifty Thousand Dollars (\$50,000.00). If Construction Manager's errors and omissions insurance is in a claims made form, said insurance shall be carried and continued by Consultant for a period of three (3) years following the date the Notice of Completion is recorded for the Project.
4. Insurance covering claims under worker's compensation, disability benefits and other similar employee benefit acts that are applicable to the work being performed under this Agreement.

Consultant shall provide written evidence of the above insurance coverage in the form of a certificate of insurance to the District prior to commencement of any work under this Agreement. At the District's request, Consultant shall provide a certified copy of each insurance policy.

Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the District shall have received notification of such cancellation, suspension, reduction, or voided coverage.

16. FINGERPRINTING REQUIREMENTS:

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services by Contractor, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

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

17. WORK STANDARDS:

The conduct and control of the work to be performed by Consultant, under the Agreement, shall lie solely with the Consultant. Consultant shall perform services for the District in accordance with currently approved methods and ethical standards applicable to its professional capacity. Consultant shall be free to practice its profession, for others, during those periods when it is not performing work, under this Agreement, for the District.

18. FURNISHING OF MATERIALS AND EQUIPMENT:

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant, under this Agreement, shall be furnished by Consultant, at its expense, except that District shall be responsible for those items as set forth in Article 5 above.

19. CALLBACKS:

It is understood and agreed that Consultant shall not be responsible for callbacks or other concerns related to implied or expressed workmanship or product liability more than 60 days after Project acceptance by District except as otherwise set forth herein. Notwithstanding anything contained herein to the contrary, Consultant shall be fully responsible for performance of the terms and conditions of this Agreement.

20. RIGHT OF EMPLOYER TO SUPERVISE AND INSPECT:

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to the District's general right of inspection and supervision including the right of inspection and supervision through District's Project manager and independent inspector to secure the satisfactory completion thereof in accordance with project plans and specifications.

21. LIMITATION ON DELEGATION OF PERSONAL SERVICES BY CONSULTANT:

The work and services provided herein shall be performed by those principals, officers and employees of Consultant mutually agreed to by District in writing.

22. CONFLICT OF INTEREST:

The Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest.

Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

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

23. WRITTEN NOTICE:

All communications regarding this Agreement shall be sent to Consultant at 133 Riverside Avenue, Roseville, California, unless notified to the contrary and to District at Contracts Office, 5735 47th Avenue, Sacramento, CA 94824, unless notified to the contrary.

Any written notice hereunder shall become effective as of the date of personal service or mailing by registered or certified or overnight mail and shall be deemed sufficiently given if delivered or sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of California and venue shall be appropriate in the appropriate Superior Court in Sacramento County, California. Consultant shall perform all services hereunder in accordance with all applicable governmental laws, rules and regulations.

25. OTHER PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

26. APPROVAL OR RATIFICATION BY BOARD OF EDUCATION:

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, in compliance with the provisions of Education Code section 17604, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2427.

27. SUCCESSORS AND ASSIGNS. The District and the Consultant, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Consultant shall not assign or transfer any interest in this Agreement without the written consent of District.

28. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

29. AMENDMENTS. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

30. EXECUTION BY FACSIMILE OR IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. INTERPRETATION. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

32. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Consultant.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

PREMIER MANAGEMENT GROUP

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
Wayne Sjolund
President

Date

Date

EXHIBIT A

CONTRACTOR CERTIFICATION

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

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

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

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

Authorized Signature of Contractor

Date

Printed Name/Title



SERVICES AGREEMENT

Date: July 1, 2017 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

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

- Support Leataata Floyd Elementary School educators in aligning the District's Strategic Plan, 21st Century skills and Standards-Based Project Based learning through on-site training and in-class support, which includes:
- Develop instruction and curriculum in language arts, science and social studies that captures student interest and motivates and challenges each child, regardless of ability level, to higher achievement.
- Develop inventive thinking, adaptability, managing complexity and self-direction
- Explicitly teach interactive communication-social and personal skills



- Support educators in developing in-class literacy intervention
- Promote English language acquisition and development through academic vocabulary instruction and authentic exhibitions/presentations.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2017, and continue through June 30, 2017, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$750 per day of services as may be requested by District, not to exceed a maximum of 127 days of service. District shall not pay travel and other expenses. Total fee shall not exceed Ninety-Five Thousand Dollars (\$95,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Eric Chapman, Principal, Leataata Floyd Elementary School, 401 McClatchy Way, Sacramento, CA 95818.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected



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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). Contractor shall obtain subsequent arrest service from DOJ for ongoing notification regarding an individual whose fingerprints were submitted pursuant to §45125.1. Upon receipt of such a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such a subsequent arrest notification. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, Contractor 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.



ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

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

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



ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

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

Contractor:
Conditions for Learning
3683 El Segundo Ave
Davis, CA 95618
Attn: Jason Knighton

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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



ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

CONDITIONS FOR LEARNING

By: _____

Gerardo Castillo
Chief Business Officer

9/7/17
Date

By: _____

Jason Knighton
Founder & Educator

Date

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Boys and Girls Club

The Sacramento City Unified School District ("District") and Boys and Girls Club (Provider) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2017 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming to Edward Kemble & Leataata Floyd Elementary Schools and Teichert Branch community site.

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the Expanded Learning Programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. Provider shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; Attachment C (Data Sharing Agreement) and the complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

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

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$287,970.00** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to

provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement, or reduction of the contracted amount. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Site	Contract Amount	Number of Students (180 Days)
ASES After School	Edward Kemble	\$104,005.00	83
ASES After School	Leataata Floyd	\$99,815.00	83
After School	Teichert Branch	\$68,850.00	60
21 st Century Before School	Leataata Floyd	\$15,300.00	20
Total		\$287,970.00	

The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$43,195.50 in kind match** (15% of the contract amount) to the District.

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

D. **Insurance Requirements.** Prior to commencement of services and during the life of this Agreement, the Provider 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 coverage in sums of not less than \$1,000,000 per occurrence. The Provider 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 Provider to the District.

E. **Fingerprinting Requirements.** The Provider agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, The Provider shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. The Provider shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, The Provider shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, the Provider agrees to provide a replacement employee within 15 days of receiving

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

F. **Confidential Records and Data.** Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider 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. **Data and Evaluation Requirements.** The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

The provider shall ensure the timely and accurate collection/input of daily student attendance in *Infinite Campus*.

H. **Period of Agreement.** The term of this Agreement shall be from August 21, 2017, through June 30, 2018. 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 Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

I. **Indemnity.** The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By:

Gerardo Castillo, CPA
Chief Business Officer
Sacramento City Unified School District

Date

Provider: Boys & Girls Club

By:

Jon Rango
Authorized Signature

8.25.17

Date

Print Name: JON RANGO

Title: COO

Attachment A – Scope of Services

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide 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, Provider 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.

Provider shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by the Provider and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program plan. The plan will be shared out with stakeholders.
4. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **The Provider shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.

8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. The Provider shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/18 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide 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.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, 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.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

Attachment B – Expectations for Expanded Learning Programs

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 Providers regarding District expectations.

1. Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Communication Protocol
 - c. Medical Protocol
 - d. Early Release/Late Arrival Policy
 - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
 - f. District Disciplinary Protocol
 - g. Field Trip Requirements - including having a certificated district employee or an agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate Supervision
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines)
 - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - d. Clear program rules and expectations.
4. Area representatives, providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message regularly
 - b. Issues/concerns will be communicated in a timely manner
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking Expanded Learning website regularly.
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.

6. In order to support academic achievement, Providers/staff should:
 - a. Have knowledge & understanding 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 culture. Participate in staff meetings, 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.
 - g. Review the School Accountability Report Card for the school site.
7. Provider Agency and their staff will incorporate youth development principles into their programming. 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.
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. 21st CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. District staff will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and determined assessment tools.

Attachment C - Data Sharing Agreement

This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Boys and Girls Club ("Service Provider") on August 21, 2017.

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all

provisions of the Technical Services Agreement and this Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement

5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

- 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:

- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the

effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.

8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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

SCUSD Representative

Jon Rango
[Service Provider Representative]

Chief Information Officer

COO
[Title]

[DATE]

8.25.17
[DATE]

SA18-00178

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and Center for Fathers and Families (Provider) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2017 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming to Father Keith B Kenny Elementary, H. W. Harkness Elementary, Isador Cohen Elementary, Pacific Elementary

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the Expanded Learning Program at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. Provider shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; Attachment C (Data Sharing Agreement) and the complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. Provider shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$405,048.81** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to

provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement, or reduction of the contracted amount. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	Site Name	Contract Amount	Daily Target Attendance for 180 Days
ASES After School	Father Keith B. Kenny	\$129,483.90	103
ASES After School	Harkness	\$121,246.13	97
ASES After School	Isador Cohen	\$104,422.50	83
21 st Century After School	Isador Cohen	\$19,296.28	17
21 st Century Before School	Isador Cohen	\$30,600.00	40
Total		\$405,048.81	

The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$60,757.32 in kind match** (15% of the contract amount) to the District.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, the Provider 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 coverage in sums of not less than \$1,000,000 per occurrence. The Provider 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 Provider to the District.

E. Fingerprinting Requirements. The Provider agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, The Provider shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. The Provider shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, The Provider shall within 24 hours notify District of such a subsequent arrest notification. If an

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

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider 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. Data and Evaluation Requirements. The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASSES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASSES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

The provider shall ensure the timely and accurate collection/input of daily student attendance in *Infinite Campus*.

H. Period of Agreement. The term of this Agreement shall be from August 21, 2017, through June 30, 2018. 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 Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

I. Indemnity. The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of

action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by the Provider and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. The Provider 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.

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____ Date _____
Gerardo Castillo, CPA
Chief Business Officer
Sacramento City Unified School District

Provider: CENTER FOR FATHERS AND FAMILIES

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
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 a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
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3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program plan. The plan will be shared out with stakeholders.
4. Provide an “End of Year” Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **The Provider shall maintain at least 85% of targeted attendance for the school site for the entire year.**

7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. The Provider shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
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13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/18 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide 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.
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20. Other areas as agreed upon by both parties.

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 - a. Requirements for Safety
 - b. Communication Protocol
 - c. Medical Protocol
 - d. Early Release/Late Arrival Policy
 - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
 - f. District Disciplinary Protocol
 - g. Field Trip Requirements - including having a certificated district employee or an agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate Supervision
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines)
 - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - d. Clear program rules and expectations.
4. Area representatives, providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message regularly
 - b. Issues/concerns will be communicated in a timely manner
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking Expanded Learning website regularly.
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, Providers/staff should:
 - a. Have knowledge & understanding 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 culture. Participate in staff meetings, 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.
 - g. Review the School Accountability Report Card for the school site.
 7. Provider Agency and their staff will incorporate youth development principles into their programming. 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.
 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. 21st CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. District staff will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and determined assessment tools.

Attachment C - Data Sharing Agreement

This Data Sharing Agreement is entered into between Sacramento City Unified School District (“LEA”) and Center for Fathers and Families (“Service Provider”) on August 21, 2017.

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Agreement, a “Pupil Record” or Pupil Records” include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.

4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;

- 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
- 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. . In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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

SCUSD Representative

[Service Provider Representative]

Chief Information Officer

[Title]

[DATE]

[DATE]

AGREEMENT FOR SERVICES

Between

SA18-00179

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
City of Sacramento Teen Services**

The Sacramento City Unified School District ("District") and City of Sacramento Teen Services (Provider) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2017 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming to **Sam Brannan Middle School**;

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the After School Education and Safety (ASES) program at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. Provider shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; Attachment C (Data Sharing Agreement) and the complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. Provider shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$139,230.00** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to

provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement, or reduction of the contracted amount. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Number of Students (180 days)
After School	Sam Brannan	\$139,230.00	111

The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$20,884.50 in kind match** (15% of the contract amount) to the District.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, the Provider 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 coverage in sums of not less than \$1,000,000 per occurrence. The Provider 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 Provider to the District.

E. Fingerprinting Requirements. The Provider agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, The Provider shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. The Provider shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, The Provider shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, the Provider agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider 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. Data and Evaluation Requirements. The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

The provider shall ensure the timely and accurate collection/input of daily student attendance in *Infinite Campus*.

H. Period of Agreement. The term of this Agreement shall be from August 21, 2017, through June 30, 2018. 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 Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

I. Indemnity. The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by the Provider and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. The Provider 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.

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

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

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

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

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

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

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

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

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

DISTRICT:

By:

Gerardo Castillo, CPA
Chief Business Officer
Sacramento City Unified School District

Date

Provider: CITY OF SACRAMENTO- TEEN SERVICES

By:

Authorized Signature

Date

Print Name: _____

Title: _____

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide 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, Provider 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.

Provider shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by the Provider and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program plan. The plan will be shared out with stakeholders.
4. Provide an “End of Year” Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **The Provider shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.

8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. The Provider shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/18 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide 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.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, 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.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/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 Providers regarding District expectations.

1. Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Communication Protocol
 - c. Medical Protocol
 - d. Early Release/Late Arrival Policy
 - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
 - f. District Disciplinary Protocol
 - g. Field Trip Requirements - including having a certificated district employee or an agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate Supervision
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines)
 - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - d. Clear program rules and expectations.
4. Area representatives, providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message regularly
 - b. Issues/concerns will be communicated in a timely manner
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking Expanded Learning website regularly.
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.

6. In order to support academic achievement, Providers/staff should:
 - a. Have knowledge & understanding 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 culture. Participate in staff meetings, 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.
 - g. Review the School Accountability Report Card for the school site.
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
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 - d. Incorporating character education.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
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WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

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

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

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2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all

provisions of the Technical Services Agreement and this Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement

5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the

effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.

8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. . In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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

SCUSD Representative

[Service Provider Representative]

Chief Information Officer

[Title]

[DATE]

[DATE]

AGREEMENT FOR SERVICES**Between**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Focus on Family Foundation

The Sacramento City Unified School District ("District") and Focus on Family Foundation (Provider) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2017 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming to John Still K-8, Parkway Elementary, Susan B. Anthony, Luther Burbank High School and Phoenix Park community site;

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the Expanded Learning Program at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. Provider shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; Attachment C (Data Sharing Agreement) and the complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

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

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$687,901.42** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to

provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement, or reduction of the contracted amount. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	Site Name	Contract Amount	Number of Students (180 days)
After School (ASES)	John Still K-8	\$162,200.16	129
After School (District Funds)	John Still K-8	\$25,500	22
After School (ASES)	Parkway Elementary	\$115,769.75	92
After School (District Funds)	Phoenix Park	\$95,242.50	83
After School (ASES)	Susan B. Anthony	\$179,189.01	143
After School (ASSETs)	Luther Burbank	\$110,000.00	250
Total		\$687,901.42	

The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$103,185.21 in kind match** (15% of the contract amount) to the District.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, the Provider 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 coverage in sums of not less than \$1,000,000 per occurrence. The Provider 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 Provider to the District.

E. Fingerprinting Requirements. The Provider agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, The Provider shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. The Provider shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from

DOJ, The Provider shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, the Provider agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider 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. Data and Evaluation Requirements. The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

The provider shall ensure the timely and accurate collection/input of daily student attendance in *Infinite Campus*.

H. Period of Agreement. The term of this Agreement shall be from August 21, 2017, through June 30, 2018. 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 Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

I. Indemnity. The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by the Provider and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. The Provider 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.

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____

Gerardo Castillo, CPA
Chief Business Officer
Sacramento City Unified School District

Date

Provider: FOCUS ON FAMILY FOUNDATION

By: _____

Jackie Rose
Authorized Signature

8/24/17

Date

Print Name: _____

Jackie Rose

Title: _____

Executive Director

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide 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, Provider 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.

Provider shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by the Provider and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program plan. The plan will be shared out with stakeholders.
4. Provide an “End of Year” Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **The Provider shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.

8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. The Provider shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/18 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide 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.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, 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.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/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 Providers regarding District expectations.

1. Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Communication Protocol
 - c. Medical Protocol
 - d. Early Release/Late Arrival Policy
 - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
 - f. District Disciplinary Protocol
 - g. Field Trip Requirements - including having a certificated district employee or an agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate Supervision
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines)
 - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - d. Clear program rules and expectations.
4. Area representatives, providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message regularly
 - b. Issues/concerns will be communicated in a timely manner
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking Expanded Learning website regularly.
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.

6. In order to support academic achievement, Providers/staff should:
 - a. Have knowledge & understanding 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 culture. Participate in staff meetings, 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.
 - g. Review the School Accountability Report Card for the school site.
7. Provider Agency and their staff will incorporate youth development principles into their programming. 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.
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. 21st CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. District staff will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and determined assessment tools.

Attachment C - Data Sharing Agreement

This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Focus on Family Foundation ("Service Provider") on August 21, 2017.

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all

provisions of the Technical Services Agreement and this Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement

5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

- 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:

- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the

effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.

8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. . In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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

SCUSD Representative

Jackie Rose
[Service Provider Representative]

Chief Information Officer

Executive Director
[Title]

[DATE]

8/24/17
[DATE]

AGREEMENT FOR SERVICES

SA18-00181

Between

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

The Sacramento City Unified School District ("District") and NEW HOPE COMMUNITY DEVELOPMENT CORPORATION (Provider) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2017 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming to **Hollywood Park and Sol Aureus after school programs, William Land before school program, and William Land Mandarin Immersion program.**

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the After School Education and Safety (ASES) program at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. Provider shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; Agreement C (Data Sharing Agreement) and the complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. Provider shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$260,598.10** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement, or reduction of the contracted amount. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Number of students (180 days)
ASES – After School	Hollywood Park	\$104,422.50	83
ASES – After School	Sol Aureus	\$100,245.60	80
Before School	William Land	\$47,430.00	62
Mandarin Immersion	William Land	\$8,500.00	n/a
Total		\$260,598.10	

The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$39,089.71 in kind match** (15% of the contract amount) to the District.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, the Provider 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 coverage in sums of not less than \$1,000,000 per occurrence. The Provider 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 Provider to the District.

E. Fingerprinting Requirements. The Provider agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, The Provider shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. The Provider shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, The Provider shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, the Provider agrees to provide a replacement employee within 15 days of receiving

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

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider 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. Data and Evaluation Requirements. The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

The provider shall ensure the timely and accurate collection/input of daily student attendance in *Infinite Campus*.

H. Period of Agreement. The term of this Agreement shall be from August 1, 2017, through June 30, 2018. 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 Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

I. Indemnity. The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____ Date _____
Gerardo Castillo, CPA
Chief Business Officer
Sacramento City Unified School District

Provider: NEW HOPE COMMUNITY DEVELOPMENT CORPORATION

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide 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, Provider 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.

Provider shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by the Provider and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program plan. The plan will be shared out with stakeholders.
4. Provide an “End of Year” Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **The Provider shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.

8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. The Provider shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/18 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide 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.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, 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.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/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 Providers regarding District expectations.

1. Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Communication Protocol
 - c. Medical Protocol
 - d. Early Release/Late Arrival Policy
 - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
 - f. District Disciplinary Protocol
 - g. Field Trip Requirements - including having a certificated district employee or an agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate Supervision
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines)
 - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - d. Clear program rules and expectations.
4. Area representatives, Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message regularly
 - b. Issues/concerns will be communicated in a timely manner
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking Expanded Learning website regularly.
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.

6. In order to support academic achievement, Providers/staff should:
 - a. Have knowledge & understanding 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 culture. Participate in staff meetings, 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.
 - g. Review the School Accountability Report Card for the school site.
7. Provider Agency and their staff will incorporate youth development principles into their programming. 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.
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. 21st CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. District staff will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and determined assessment tools.

Attachment C - Data Sharing Agreement

This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and New Hope Community Development Corporation ("Service Provider") on August 21, 2017.

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all

provisions of the Technical Services Agreement and this Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement

5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

- 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:

- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;

- 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and

- 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the

effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.

8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. . In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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

SCUSD Representative

[Service Provider Representative]

Chief Information Officer

[Title]

[DATE]

[DATE]

AGREEMENT FOR SERVICES**Between****SACRAMENTO CITY UNIFIED SCHOOL DISTRICT****Youth Development Support Services Department****And****Roberts Family Development Center**

The Sacramento City Unified School District ("District") and Roberts Family Development Center (Provider) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2017 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming to Leataata Floyd Elementary School and Meadow Glen neighborhood community site;

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the After School Program at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. Provider shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; Attachment C (Data Sharing Agreement) and the complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

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

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$134,240.00** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement, or reduction of the contracted amount. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	Site Name	Contract Amount	Number of Students (180 Days)
After School	Leataata Floyd	\$99,815.00	83
After School	Community Center (Meadow Glen Neighborhood)	\$34,425.00	30
Total		\$134,240.00	

The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$20,136.00 in kind match** (15% of the contract amount) to the District.

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

D. **Insurance Requirements**. Prior to commencement of services and during the life of this Agreement, the Provider 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 coverage in sums of not less than \$1,000,000 per occurrence. The Provider 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 Provider to the District.

E. **Fingerprinting Requirements**. The Provider agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, The Provider shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. The Provider shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, The Provider shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, the Provider agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. **Confidential Records and Data.** Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider 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. **Data and Evaluation Requirements.** The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

The provider shall ensure the timely and accurate collection/input of daily student attendance in *Infinite Campus*.

H. **Period of Agreement.** The term of this Agreement shall be from August 21, 2017, through June 30, 2018. 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 Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

I. **Indemnity.** The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by the Provider and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. The Provider 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.

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

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

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

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

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

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

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

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

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

DISTRICT:

By:

Gerardo Castillo, CPA
Chief Business Officer
Sacramento City Unified School District

Date

Provider:

Roberts Family Development Center

By:

Authorized Signature

Date

Print Name:

Derrell K. Roberts

Title:

C.E.O.

- a. Have knowledge & understanding 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 culture. Participate in staff meetings, 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.
 - g. Review the School Accountability Report Card for the school site.
7. Provider Agency and their staff will incorporate youth development principles into their programming. 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.
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. 21st CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. District staff will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and determined assessment tools.

DISTRICT shall:

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

Provider shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by the Provider and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program plan. The plan will be shared out with stakeholders.
4. Provide an “End of Year” Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **The Provider shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.

9. Develop special activities or field trips for the sites individually and collectively. The Provider shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/18 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide 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.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, 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.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

Attachment B – Expectations for Expanded Learning Programs

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 Providers regarding District expectations.

1. Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Communication Protocol
 - c. Medical Protocol
 - d. Early Release/Late Arrival Policy
 - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
 - f. District Disciplinary Protocol
 - g. Field Trip Requirements - including having a certificated district employee or an agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate Supervision
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines)
 - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - d. Clear program rules and expectations.
4. Area representatives, providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message regularly
 - b. Issues/concerns will be communicated in a timely manner
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, Providers/staff should:

Attachment C - Data Sharing Agreement

This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Roberts Family Development Center ("Service Provider") on August 21, 2017.

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Agreement. Provider ensures that any

subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement

5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

- 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:

- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;

- 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and

- 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be

responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.

8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. . In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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

SCUSD Representative

Derrell Roberts 
[Service Provider Representative]

Chief Information Officer

CEO/Co-founder
[Title]

[DATE]

8/24/17

[DATE]

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services Department

And

Target Excellence

The Sacramento City Unified School District ("District") and Target Excellence ("Provider") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 21, 2017 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming to Bret Harte, Cesar Chavez, Elder Creek Elementary, Ethel I Baker, James Marshall Elementary, John Sloat Elementary Schools, Oak Ridge Elementary, Rosa Parks K-8, Theodore Judah Elementary, and Mark Twain Elementary

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the Expanded Learning Programs at aforementioned mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. Provider shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; Attachment C (Data Sharing Agreement) and the complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

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

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$1,598,147.15** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement, or reduction of the contracted amount. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

School Name	Serving Agency	Components	Contract Amount (85% of the award amount)	Students to be served
Bret Harte Elementary	Target Excellence	ASES	\$121,130.10	97
Cesar Chavez Intermediate	Target Excellence	ASES	\$104,422.50	83
Elder Creek Elementary	Target Excellence	ASES	\$263,357.72	210
Ethel I. Baker Elementary	Target Excellence	ASES	\$112,428.23	90
James Marshall Elementary	Target Excellence	ASES	\$104,422.50	83
John D. Sloat Elementary	Target Excellence	ASES	\$104,422.50	83
Oak Ridge Elementary	Target Excellence	ASES	\$113,704.50	91
Rosa Parks Elementary	Target Excellence	ASES	\$139,230.00	111
Theodore Judah Elementary	Target Excellence	ASES	\$104,422.50	83
Mark Twain Elementary	Target Excellence	ASES	\$104,422.50	83
			\$1,271,963.04	
			# of students x \$4.25 (85% of \$5.00)	
Before School				
Ethel I Baker	Target Excellence	District Funds	\$32,130.00	42
Bret Harte	Target Excellence	District Funds	\$20,655.00	27
Total			\$52,785.00	
21st Century/District Funds			Number of students x \$6.375 (85% of \$7.50)	
Cesar Chavez Intermediate	Target Excellence	21st Century	\$34,425.00	30
Elder Creek	Target Excellence	District Funds	\$104,461.60	91
Bret Harte Elementary	Target Excellence	District Funds	\$40,162.50	35
Rosa Parks K-8	Target Excellence	District Funds	\$34,425.00	30
John D. Sloat	Target Excellence	District Funds	\$25,500.00	22
Ethel I Baker	Target Excellence	District Funds	\$34,425.00	30
Total			\$273,399.10	

The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$239,722.07 in kind match** (15% of the contract amount) to the District.

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

D. **Insurance Requirements.** Prior to commencement of services and during the life of this Agreement, the Provider 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 coverage in sums of not less than \$1,000,000 per occurrence. The Provider 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 Provider to the District.

E. Fingerprinting Requirements. The Provider agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, The Provider shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. The Provider shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, The Provider shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, the Provider agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* The Provider 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. Data and Evaluation Requirements. The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

The provider shall ensure the timely and accurate collection/input of daily student attendance in *Infinite Campus*.

H. Period of Agreement. The term of this Agreement shall be from August 21, 2017, through June 30, 2018. 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 Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property

damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

I. **Indemnity.** The Provider agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by the Provider and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. The Provider 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.

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

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

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

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

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

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

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

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

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

DISTRICT:

By:

Gerardo Castillo, CPA
Chief Business Officer
Sacramento City Unified School District

Date

Provider: TARGET EXCELLENCE

By:


Authorized Signature

8/24/17
Date

Print Name:

Kenn Hennen

Title:

Executive Director

Attachment A – Scope of Services

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide 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, Provider 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.

Provider shall:

1. Provide a comprehensive Expanded Learning academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by the Provider and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program plan. The plan will be shared out with stakeholders.
4. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **The Provider shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. The Provider shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/18 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide 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.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, 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.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

Attachment B – Expectations for Expanded Learning Programs

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 Providers regarding District expectations.

1. Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Communication Protocol
 - c. Medical Protocol
 - d. Early Release/Late Arrival Policy
 - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
 - f. District Disciplinary Protocol
 - g. Field Trip Requirements - including having a certificated district employee or an agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate Supervision
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines)
 - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)

- d. Clear program rules and expectations.
4. Area representatives, providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message regularly
 - b. Issues/concerns will be communicated in a timely manner
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking Expanded Learning website regularly.
 5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
 6. In order to support academic achievement, Providers/staff should:
 - a. Have knowledge & understanding 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 culture. Participate in staff meetings, 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.
 - g. Review the School Accountability Report Card for the school site.
 7. Provider Agency and their staff will incorporate youth development principles into their programming. 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.
 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. 21st CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. District staff will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and determined assessment tools.

Attachment C - Data Sharing Agreement

This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Target Excellence ("Service Provider") on August 21, 2017.

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of

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

2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

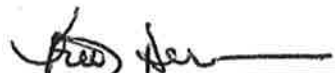
5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
- 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
- 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. . In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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

SCUSD Representative



[Service Provider Representative]

Chief Information Officer

[Title]

[DATE]

[DATE]