



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

**Meeting Date:** October 4, 2018

**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; Operational Excellence

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Notices of Completion – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Dr. John Quinto, Chief Business Officer

Jessica Sulli, Contract Specialist

**Approved by:** Jorge A. Aguilar, Superintendent

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>NUTRITION SERVICES</u></b>		
California Department of Education A19-00028	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$61,313 No Match
10/1/18 – 6/30/19: Fresh Fruit and Vegetable Program Grant. This federal assistance program provides an additional free fresh fruit or vegetable snack to students during the school day as a supplement to (and not part of) the School Breakfast Program and National School Lunch Program; and teaches students about nutrition and making healthy choices. Sites that will receive this funding are Cesar Chavez Elementary and John Still K-8.		
<b><u>YOUTH DEVELOPMENT</u></b>		
California Department of Education A19-00029	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$7,038,377 33% Match
7/1/18-6/30/19: One After School Education and Safety (ASES) Grant. Program Components include educational and enrichment elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. ASES grant provides funding for programming at 50 program sites. \$6,761,987 for After School and \$276,389 for Supplemental (Summer) programs.		
California Department of Education A19-00030	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$1,829,500 No Match
7/1/18 – 6/30/19: Two 21st Century Community Learning Centers K- 8 Core Grants (21 <sup>st</sup> CCLC); Two After School Safety and Enrichment for Teens (ASSETs) Grants. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment and before school programs at two sites. These programs compliment the After School Education and Safety (ASES) Core programs.		
21 <sup>st</sup> CCLC funding of \$604,500 is used at the following sites: Cesar Chavez, Ethel Phillips, Isador Cohen, Leataata Floyd and Martin Luther King, Jr.		
ASSETs funding of \$1,225,000 is used at the following sites: Arthur A. Benjamin Health Professions, Luther Burbank, Rosemont, Hiram Johnson, American Legion and Sacramento Charter High.		
California Department of Education A19-00031	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$20,000 No Match
7/1/18 – 6/30/19: One ASSETs - Family Literacy Grant provides for family literacy program at Luther Burbank High School.		
California Department of Education A19-00032	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2017/18	\$100,000 No Match
7/1/18 – 6/30/19: One 21st Century K-8 grant and two 21st Century High School After School Safety and Enrichment for Teens (ASSETs) grants provide funds for supplementing the core grant funds at Cesar Chavez, Health Professions, Luther Burbank and Hiram Johnson. Funds are to be used to provide exposure, equitable access and participation in 21st Century after school programs.		

## **EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>SAFE SCHOOLS</u></b>		
City of Sacramento Police Department SA19-00215	7/1/18 – 6/30/20: Two-year agreement with the City of Sacramento Police Department to assign eight (8) City Police Officers and one (1) Supervising Sergeant to provide security services at various District school campuses. The Police Officers, also known as "School Resource Officers" (SROs), will maintain a highly visible and open presence on each campus to encourage positive student interaction. Each officer will closely monitor the various functions within the school and youth community and work with staff in identifying problem areas with a focus on long-term solutions. SROs may respond to any campus where security is required. Six SROs will be assigned to American Legion, C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, and Rosemont High Schools; two SROs will be floaters for all other school sites.	Year One: \$1,473,235  Year Two: \$1,514,066  Total: \$2,987,301 General Funds
<b><u>YOUTH DEVELOPMENT</u></b>		
Boys & Girls Club SA19-00191	8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at Edward Kemble and Teichert Branch community site.	\$168,805 After School Education & Safety and Title I Funds
Center for Fathers & Families SA19-00192	8/1/18 – 6/30/19: Develop, maintain and sustain the Before & After School Programs at Fr. Keith B. Kenny, H.W. Harkness and Isador Cohen and New Joseph Bonnheim Schools.	\$524,182 21 <sup>st</sup> Century Community Learning Center; After School Education & Safety Funds
City of Sacramento Teen Services SA19-00193	8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at Sam Brannan Middle School	\$139,230 After School Education & Safety Funds
Rose Family Creative Empowerment Center SA19-00188	8/1/18 – 6/30/19: 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.	\$653,559 After School Education & Safety and LCFF S&C Funds
Leaders for Tomorrow SA19-00194	8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at John Sloat Elementary	\$126,023 After School Education & Safety and LCFF S&C Funds
New Hope Community Development Corp. SA19-00196	8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at Hollywood Park, Sol Aureus after school programs, and William Land before school program.	\$249,308 After School Education & Safety and LCFF S&C Funds

Roberts Family Development Center SA19-00190	8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at Leataata Floyd Elementary School.	\$214,930 21 <sup>st</sup> Century Community Learning Center and After School Education & Safety Funds
Target Excellence SA19-00189	8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at Bret Harte, Cesar Chavez, Elder Creek, Ethel I. Baker, James Marshall, Mark Twain, and Oak Ridge Elementary Schools and Rosa Parks K-8 School.	\$1,291,583 21 <sup>st</sup> Century Community Learning Center; After School Education & Safety; LCFF S&C Funds
Sacramento Chinese Community Service Center SA19-00195	8/1/18 – 6/30/19: Develop, maintain and sustain programs that offer expanded learning programming at A.M. Winn, Abraham Lincoln, Albert Einstein, Bowling Green, California, Camellia Basic, Caroline Wenzel, David Lubin, Earl Warren, Ethel Phillips, Fern Bacon, Golden Empire, Hubert H. Bancroft, John Bidwell, John Cabrillo, Kit Carson International Academy, Martin Luther Jr., Nicholas, O.W. Erlewine, Oak Park Preparatory Academy, Pacific, Peter Burnett, Pony Express, St. Hope Public School 7, Tahoe, Theodore Judah, Will C. Wood, William Land, Woodbine, Arthur A. Benjamin Health Professions, Rosemont, American Legion, C.K. McClatchy, Hiram Johnson, John F. Kennedy, and Sacramento Charter High.	\$4,392,285 21 <sup>st</sup> Century Community Learning Center; After School Education & Safety; LCFF S&C Funds

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

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

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Takehara Landscape, Inc.	Earl Warren, John Bidwell & Tahoe ES Irrigation Improvements	9/20/18



## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Gerardo Castillo, Chief Business Officer Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14968	6743	01
<b>Attention</b> Diana Flores				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Nutrition Services				<b>Resource Code</b>		<b>Revenue Object Code</b>	Sacramento
<b>Telephone</b> 916-277-6712				5370		8220	<b>INDEX</b>
<b>Name of Grant Program</b> Fresh Fruit and Vegetable Program							0190
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$61,313.05		\$61,313.05	0	10-1-18	6-30-19	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
<p>Dear Chief Business Officer Castillo:</p> <p>I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program.</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, this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) within 10 days to:</p> <p style="text-align: center;">Sauncerae Gans, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Sauncerae Gans				<b>Job Title</b> Analyst			
<b>E-mail Address</b> sgans@cde.ca.gov					<b>Telephone</b> 916-323-6775		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> Tom Tonkinson					<b>Date</b> August 8, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<p><i>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.</i></p>							
<b>Printed Name of Authorized Agent</b> John Quinto				<b>Title</b> Chief Business Officer			
<b>E-mail Address</b> john-quinto@scusd.edu					<b>Telephone</b> 916-643-9055		
<b>Signature</b> 					<b>Date</b> 7/21/18		

SEP 13 2018

**Grant Award Notification**

OFFICE OF THE SUPERINTENDENT

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b> 18	<b>PCA</b> 23939	<b>Vendor Number</b> 67439	<b>Suffix</b> EZ
<b>Attention</b> Expanded Learning Programs Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		<b>COUNTY</b> 34	
<b>Program Office</b> Expanded Learning Office				<b>Resource Code</b> 6010	<b>Revenue Object Code</b> 8590		<b>INDEX</b>
<b>Telephone</b> (916) 643-9000							
<b>Name of Grant Program</b> After School Education and Safety Grant (ASES)							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$7,038,376.60		\$7,038,376.60		7/1/2018	6/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>	
<p>I am pleased to inform you that you have been funded for the After School Education and Safety Grant (ASES).</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;">Veronica Maestas, Associate Governmental Program Analyst          Expanded Learning Division          California Department of Education          1430 N Street, Room 3400          Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Veronica Maestas				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> vmaestas@cde.ca.gov					<b>Telephone</b> 916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> September 6, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> 					<b>Date</b>		

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SEP 13 2018

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

## Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14349	67439	1A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Expanded Learning/After School Office				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				4124	8290		<b>INDEX</b>
<b>Name of Grant Program</b> 21st Century Community Learning Centers - Core							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$438,000.00		\$438,000.00		7/1/2018	6/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>	
84.287C	S287C180005	21st Century Community Learning Centers Program				U.S. Dept. of Education	
I am pleased to inform you that you have been funded for the 21st Century Community Learning Centers - Core.  The grant is from July 1, 2018, through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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.  Please return the original, signed Grant Award Notification (AO-400) to:  <div style="text-align: center;">           Expanded Learning Division            California Department of Education            1430 N Street, Suite 3400            Sacramento, CA 95814-5901         </div>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Veronica Maestas				Associate Governmental Program Analyst			
<b>E-mail Address</b>						<b>Telephone</b>	
vmaestas@cde.ca.gov						916-319-0540	
<b>Signature of the State Superintendent of Public Instruction or Designee</b>						<b>Date</b>	
						September 6, 2018	
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>						<b>Telephone</b>	
<b>Signature</b>						<b>Date</b>	
							

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SEP 13 2018

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14349	67439	0A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> Expanded Learning/After School Office				<b>Resource Code</b>	<b>Revenue Object Code</b>	34	
<b>Telephone</b> 916-643-9000				4124	8290	<b>INDEX</b>	
<b>Name of Grant Program</b> 21st Century Community Learning Centers - Core							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$166,500.00		\$166,500.00		7/1/2018	6/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C180005	21st Century Community Learning Centers Program			U.S. Dept. of Education		
I am pleased to inform you that you have been funded for the 21st Century Community Learning Centers - Core.  The grant is from July 1, 2018, through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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.  Please return the original, signed Grant Award Notification (AO-400) to:  <div style="text-align: center;">           Expanded Learning Division            California Department of Education            1430 N Street, Suite 3400            Sacramento, CA 95814-5901         </div>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Veronica Maestas				Associate Governmental Program Analyst			
<b>E-mail Address</b>					<b>Telephone</b>		
vmaestas@cde.ca.gov					916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					September 6, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b>					<b>Date</b>		
							

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**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14535	67439	1A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				4124	8290		<b>INDEX</b>
<b>Name of Grant Program</b> 21st Century High School After School Safety and Enrichment for Teens, Core.							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$975,000.00		\$975,000.00		07/01/2018	06/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C180005	21st Century Community Learning Centers Program			U. S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens program.</p> <p>The grant is from July 1, 2018 through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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;">Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Veronica Maestas				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> vmaestas@cde.ca.gov					<b>Telephone</b> 916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> August 31, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> 					<b>Date</b>		

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OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14535	67439	9A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				4124	8290		<b>INDEX</b>
<b>Name of Grant Program</b> 21st Century High School After School Safety and Enrichment for Teens, Core.							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$250,000.00		\$250,000.00		07/01/2018	06/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C180005	21 <sup>st</sup> Century Community Learning Centers Program			U. S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens program.</p> <p>The grant is from July 1, 2018 through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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;">Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Veronica Maestas				Associate Governmental Program Analyst			
<b>E-mail Address</b>					<b>Telephone</b>		
vmaestas@cde.ca.gov					916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					August 31, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b>					<b>Date</b>		
							

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# Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b> <small>Sacramento City Unified School District</small>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14604	67439	9A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>		<b>Revenue Object Code</b>	
<b>Telephone</b> 916-643-9000				4124		8290	
<b>Name of Grant Program</b> 21st Century High School After School Safety and Enrichment for Teens, Family Literacy				0150			
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$20,000.00		\$20,000.00		07/01/2018	06/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C180005	21st Century Community Learning Centers Program			U. S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens program.</p> <p>The grant is from July 1, 2018 through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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;">Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Veronica Maestas				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> vmaestas@cde.ca.gov					<b>Telephone</b> 916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> September 4, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b> <i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> 					<b>Date</b>		

RECEIVED

SEP 13 2018

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14603	67439	1A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				4124	8290		<b>INDEX</b>
<b>Name of Grant Program</b> 21st Century High School After School Safety and Enrichment for Teens, Equitable Access							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$50,000.00		\$50,000.00		07/01/2018	06/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C180005	21st Century Community Learning Centers Program			U. S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens program.</p> <p>The grant is from July 1, 2018 through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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;">Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b>				<b>Job Title</b>			
Veronica Maestas				Associate Governmental Program Analyst			
<b>E-mail Address</b>					<b>Telephone</b>		
vmaestas@cde.ca.gov					916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>		
					August 31, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b>					<b>Date</b>		
							



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SEP 13 2018

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

OFFICE OF THE SUPERINTENDENT  
Sacramento City Unified School District

**Grant Award Notification**

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				18	14603	67439	9A
<b>Attention</b> After School Coordinator				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>			<b>COUNTY</b>
<b>Program Office</b> After School Program Office				<b>Resource Code</b>	<b>Revenue Object Code</b>		34
<b>Telephone</b> 916-643-9000				4124	8290		<b>INDEX</b>
<b>Name of Grant Program</b> 21st Century High School After School Safety and Enrichment for Teens, Equitable Access							0150
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>	
	\$25,000.00		\$25,000.00		07/01/2018	06/30/2019	
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>		
84.287C	S287C180005	21st Century Community Learning Centers Program			U. S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens program.</p> <p>The grant is from July 1, 2018 through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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;">Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
<b>California Department of Education Contact</b> Veronica Maestas				<b>Job Title</b> Associate Governmental Program Analyst			
<b>E-mail Address</b> vmaestas@cde.ca.gov					<b>Telephone</b> 916-319-0540		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> August 31, 2018		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>							
<i>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.</i>							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> ▶					<b>Date</b>		

RECEIVED

SEP 13 2018

California Department of Education  
Fiscal Administrative Services Division  
AO-400 (REV. 09/2014)

## Grant Award Notification

OFFICE OF THE SUPERINTENDENT

<b>GRANTEE NAME AND ADDRESS</b> Jorge Aguilar, Superintendent Sacramento City Unified PO Box 246870 Sacramento, CA 95824-6870 <b>Attention</b> After School Coordinator <b>Program Office</b> Expanded Learning/After School Office <b>Telephone</b> 916-643-9000 <b>Name of Grant Program</b> 21st Century Community Learning Centers - Equitable Access				<b>CDE GRANT NUMBER</b>				
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>	
				18	14765	67439	1A	
<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>				<b>COUNTY</b>				
<b>Resource Code</b>				<b>Revenue Object Code</b>	34			
4124				8290	<b>INDEX</b>			
					0150			
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>		
	\$25,000.00		\$25,000.00		7/1/2018	6/30/2019		
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>			
84.287C	S287C180005	21st Century Community Learning Centers Program			U.S. Dept. of Education			
<p>I am pleased to inform you that you have been funded for the 21st Century Community Learning Centers - Equitable Access.</p> <p>The grant is from July 1, 2018, through June 30, 2023. The grant may be reviewed after one year based on the federal allocation. Grant Award Notifications are sent annually. 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;">Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>								
<b>California Department of Education Contact</b> Veronica Maestas				<b>Job Title</b> Associate Governmental Program Analyst				
<b>E-mail Address</b> <a href="mailto:vmaestas@cde.ca.gov">vmaestas@cde.ca.gov</a>				<b>Telephone</b> 916-319-0540				
<b>Signature of the State Superintendent of Public Instruction or Designee</b> ▶ <i>Tom Tomblason</i>				<b>Date</b> September 6, 2018				
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>								
<p><i>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.</i></p>								
<b>Printed Name of Authorized Agent</b>				<b>Title</b>				
<b>E-mail Address</b>				<b>Telephone</b>				
<b>Signature</b> ▶				<b>Date</b>				

## **AGREEMENT FOR PEACE OFFICER ASSIGNMENT**

**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, 2018, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("City"), and the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**, a local public entity ("District"). The City and the District hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

### **RECITALS**

The City and the District have entered into this Agreement with reference to the following facts and circumstances:

- A. The District desires to enter into an agreement with City for the continuation of the assignment of City Police Officers to provide security services at various District school campuses.
- B. The Parties intend that the City Police Officers assigned to the District will provide a school-based protective services security team.
- C. The parties intend that during the summer vacation period, the City Police Officers will be reassigned from the District school campuses to the City except as needed to provide security services at District school campuses during summer school sessions.

### **AGREEMENT**

**NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS WHICH THE PARTIES AGREE TO BE TRUE AND CORRECT, IT IS MUTUALLY AGREED AS FOLLOWS:**

#### **1. STATEMENT OF INTENT AND RULE OF CONSTRUCTION**

By entering into this Agreement, the Parties intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules and regulations, then the applicable provisions of such collective bargaining or other labor agreements, and of such policies, rules and regulations shall take precedence for purposes of the construction and interpretation of this Agreement.

#### **2. TERM**

This Agreement shall be effective from July 1, 2018 through June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

### **3. SCOPE OF WORK**

City agrees to assign eight (8) officers (collectively, the "Police Officers") as the minimum staffing level under this Agreement. The Police Officers shall work under the supervision of a Supervising Sergeant assigned to the Youth Services Unit. The Police Officers shall be selected by a panel consisting of representatives of the City of Sacramento Police Department and District personnel (the "Joint Panel"). The Police Officers, as selected by the Joint Panel, will be assigned by the City to the District for the term of this Agreement, unless any one or more of them are replaced by other officers selected by the Joint Panel.

The Police Officers assigned to the District shall provide foot, vehicle, and bike patrol and other security protection services on school campuses as agreed upon by the Parties. The Police Officers may issue citations or make arrests for crimes, write reports, and other related duties. Notwithstanding the foregoing, the Police Officers may pursue a criminal suspect if they witness a crime in progress. The Police Officers shall perform other specific tasks as agreed upon between the Parties, provided the Police Officers shall not be required to perform tasks beyond the authority vested in them pursuant to applicable law. The Police Officers shall be authorized to take control of crisis situations pursuant to the policies and procedures of the Sacramento Police Department. A general description of the Basic Functions of the Police Officers is attached hereto as Exhibit A and incorporated herein by this reference.

### **4. PEACE OFFICER ASSIGNMENTS**

All Police Officers assigned to the District shall be limited to on-duty officers selected by the Joint Panel. All Police Officers shall attend training related to school safety, threat management, implicit bias, trauma-informed practices, and other school related training after being selected. All Police Officers shall meet the requirements of Education Code section 38001.5 unless a court of competent jurisdiction determines that said statute does not apply to the Police Officers. A Police Officer may be reassigned to another assignment upon the recommendation of a superintendent or designee and the approval of the Supervising Sergeant, which approval shall not be unreasonably withheld. If such reassignment results in a Police Officer being removed from a District assignment, the City shall make all reasonable efforts to expeditiously replace said officer. The Supervising Sergeant and the Police Officers shall have full authority to act to discharge their law enforcement duties pursuant to the policies and practices of the Sacramento Police Department. If circumstances permit, District personnel shall be consulted with respect to the handling of certain situations, provided that nothing in this Agreement shall restrict the discretion of the Supervising Sergeant and the Police Officers in their law enforcement activities.

The City shall retain the full responsibility and authority to direct and control the activities of the Police Officers and supervise and discipline the Police Officers in accordance with the collective bargaining agreement between the City and the Sacramento Police Officers

Association then in effect. Notwithstanding the foregoing, the Police Officers shall collaborate with the District relating to any event or activity which may involve a Police Officer assigned to the District, including, without limitation, conferring with any student, parent, faculty and school administrator. If a problem arises concerning the performance of duties by a Police Officer, the principal or his/her designee shall state such concerns in writing directed to the District's Director of Safe School or his or her designee. The Director of Safe Schools shall address the concerns with the Supervising Sergeant.

The Police Officers shall be afforded reasonable time to address collective bargaining agreement issues affecting the officers, provided that said officers shall use reasonable efforts to schedule such activity so as not to cause an unreasonable interruption of service to his or her school assignment.

The City shall retain the right to approve requests for sick leave, vacation, or other absences. In the event that a Police Officer will be absent for a period longer than one (1) week while on an approved sick leave of absence or approved time off (whether leave time, parental leave, vacation time, CTO, or other arrangement is utilized to accomplish such leave), the District may choose to have an additional officer assigned, or to use one of the other eight police officers to staff the temporary vacancy, provided, however, that the one (1) week period referenced above shall be extended to two (2) weeks if the facts and circumstances at the time of an absence are such that the Supervising Sergeant is not given reasonable prior notice that an Officer's absence would exceed one (1) week. Said replacement officers, in the sole judgment of the City, shall be qualified to perform services hereunder. The City will attempt in good faith if possible not to schedule more than one officer out on leave or vacation at the same time.

City agrees that during the District summer vacation period the Police Officers will be reassigned from District school campuses to the City except as needed to provide security services at District school campuses during summer school sessions. During the time periods when the Police Officers are reassigned to the City, the District will not be billed for their services.

## **5. SUPERVISING SERGEANT ASSIGNMENT**

The Police Officers' supervising sergeant (the "Supervising Sergeant") shall have direct supervision and control over the Police Officers assigned to the District. The Supervising Sergeant, at the District's request, shall also assist and advise the District with respect to public safety and protection issues. The Supervising Sergeant will coordinate with the City Police Department and, if appropriate, the County Sheriff's Department, regarding the investigation of crimes reported on District facilities, and may conduct investigations as requested by the District.

The Supervising Sergeant has overall supervision of the Citywide School Resource Officer Program and as such is complementary to this agreement. If a problem arises concerning the performance of duties by the Supervising Sergeant, the Director of Safe School's or his/her designee shall state such concerns in writing directed to the Police Lieutenant in charge of the Police Youth Services Division. The Supervising Sergeant

shall be reassigned from duties under this Agreement either upon the reasonable request of the District or upon the mutual consent of the District and City.

## **6. PLACE, TIME AND HOUR OF ASSIGNMENT**

The Police Officers assigned to the District shall report to the Supervising Sergeant at a location determined by the City and Superintendent or his/her designee. The schedule for City Police Officer duties for the District shall be as designated by the Supervising Sergeant in consultation with the Superintendent or his/her designee. The work schedules of the Police Officers shall be subject to the restrictions of the collective bargaining agreements between the City and the Sacramento Police Officers' Association then in effect. The District or Supervising Sergeant may request the Police Officers to work overtime during any given week, subject to the provisions of applicable collective bargaining agreements, Fair Labor Standards Act, and other applicable laws and policies. The District will only be responsible for payment of overtime that results directly from campus activity, or is previously authorized by the District. The overtime compensation to be paid to the Police Officers are set forth in the table set forth in Exhibit B which is attached hereto and incorporated herein by this reference.

## **7. VEHICLES, EQUIPMENT, AND TRAINING**

Except as otherwise provided in this Agreement, the City shall furnish all equipment which may be required to support the Police Officers assigned to the District under this Agreement; in the event the City is required to provide new, additional, or replacement equipment, the District shall reimburse the City for actual replacement cost(s). In addition, the City shall furnish each Police Officer with a vehicle which is equipped and maintained pursuant to City standards and policies, equipment for the vehicles, and maintenance for the vehicles. The City shall charge the District for the vehicles, equipment for the vehicles, and maintenance for the vehicles at the rates set forth in Exhibit B which is attached hereto and incorporated herein by this reference. The District shall not acquire any legal interest in the vehicles or the equipment for the vehicles furnished by the City by virtue of this Agreement.

The District shall make available, a school campus, for the purpose of providing training to the Police Officers, so long as this does not cause an unreasonable interruption of school services or excessive associated costs. The District shall cover all associated fees for opening and closing the facility and any associated janitorial costs.

The District shall be responsible for providing threat assessment and other school safety related training for the Police Officers and Sergeant assigned to the District. These training expenses should be reflected in the annual budget and account for course costs, travel, lodging and per diem.

## **8. ADHERENCE TO THE DISTRICT RULES**

At all times during the performance of this Agreement, the Police Officers shall adhere and obey all of the District's rules and regulations pertaining to the District's operations of

its schools, unless otherwise authorized by the Superintendent or his/her designee or unless such compliance is not practicable due to exigent circumstances.

Police officers are required by California Peace Officer's Standards and Training to be fingerprinted and obtain Department of Justice clearance. Sacramento police officers are held to stringent standards throughout their careers and shall be immediately removed from duty in the capacity of a school resource officer by the City if they engage in behavior that would preclude them from working at a school.

Consistent with the City of Sacramento's policies and the State of California's Values Act, SRO's do not enforce federal immigration law. As stated in the District's "Safe Haven/Immigration Enforcement Policy," BP 5145.13, SRO's will not participate in immigration enforcement efforts with federal authorities in their roles as SRO's and on District sites or properties. SROs, who learn of information related to student's or their family member's actual or perceived immigration status or place of birth, even if voluntarily offered by the parent, guardian, or student, must keep that information confidential and, therefore, shall not record or distribute that information at any time unless otherwise required by law

## **9. CONSIDERATION**

The District agrees to pay the City for the services provided under this Agreement pursuant to the rates set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The Parties may amend this Agreement in response to changes to collective bargaining agreements resulting in increases or decreases to the rates set forth in Exhibit B, pursuant to Section 21 of this Agreement.

The salary and benefit rate set forth in Exhibit B is based on the costs of full-time, on-duty officers, inclusive of summer school, exclusive of the District's summer break when the some or all of the Police Officers are reassigned from the District school campuses to the City. The costs in the salary and benefit rate include the straight time costs for sick leave, vacation, holidays, retirement, insurance, Medicare, workers compensation, and incentives.

The Overtime rate set forth in Exhibit B is set at one and one-half times the hourly base salary rate, plus workers compensation, unemployment costs and Medicare. The overtime costs for the police services shall be billed for the actual number of hours worked by the Police Officers.

Unplanned overtime costs resulting from duties directly related to the School Resource Officer Program will be billed to the District. Any overtime costs billed to the District for planned extracurricular school activities will be agreed upon in negotiation between the District and the Sacramento Police Department.

The Fleet Maintenance rate set forth in Exhibit B includes the annual cost to operate and maintain a vehicle plus fuel costs, inclusive of summer school, exclusive of the District's

summer break when the Police Officers are reassigned from the District school campuses to the City.

The District represents and warrants that as of the commencement of the term of this Agreement, it has duly appropriated funds to pay its obligations hereunder or that it will during the term hereof use its best efforts to obtain appropriation of sufficient funds to discharge its obligations hereunder.

#### **10. METHOD OF PAYMENT**

City shall invoice the District and detail the separate charges for the services of each Police Officer and the vehicle costs in accordance with Exhibit B, and the terms of this Agreement. The total estimated invoice amounts for the years covered by this Agreement are set forth in Exhibit B.

The District will be invoiced on a trimester basis and payment of each approved invoice shall be made by the District within thirty (30) calendar days after receipt of an invoice. Invoices will be submitted for payment in accordance with the following schedule and dates:

<b>Trimester Invoicing Schedule</b>
August 1, 2018 – December 31, 2018
January 1, 2019 – March 31, 2019
April 1, 2019 – July 31, 2019
August 1, 2019 – December 31, 2019
January 1, 2020 – March 31, 2020
April 1, 2020 – July 31, 2020

All invoices and payments shall be made in arrears. If the District disputes any item on an invoice for reasonable cause, the District may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City within thirty (30) calendar days after receipt of invoice by the District. The District shall assign a sequential reference number to each deduction. Within fifteen (15) days after the date the District submits documentation of any deduction taken, the Parties shall meet and confer in a good faith attempt to resolve the dispute over the invoice. In the event that Parties are unable to resolve such dispute only with respect to a dispute concerning the invoice statement, the Parties shall submit the dispute to an independent mutually-agreed upon arbitrator. Said arbitrator shall resolve the dispute based upon a reasonable interpretation of this Agreement, the subject invoice, the documentation provided by the District, and such other information deemed by said arbitrator to be relevant to the dispute. The arbitrator may resolve the dispute by way of mediation or binding decision.

Unless otherwise agreed, payment against invoice shall be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable Party in the manner set forth in Section 19.



## **11. INDEPENDENT CONTRACTOR**

In the performance of services under this Agreement, the City, the Police Officers shall act as independent contractors and not as employees of the District. Nothing herein shall be construed or deemed to create the relationship of employer/employee or principal/agent as between the District and the Police Officers assigned under this Agreement. Directions issued by the District to the Police Officers only relates to the objectives to be achieved and not the actual means to accomplish such objectives. City shall assume responsibility for federal and state income tax withholding for their employees, including but not limited to the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that City is required to make as the employer of the Police Officers.

## **12. NO JOINT VENTURE**

This Agreement shall not create among the Parties a joint venture, partnership, joint powers authority, or any other relationship of association.

## **13. WORKERS' COMPENSATION**

The District's responsibility for compensation under this Agreement shall be limited to the provisions of Section 9 and to the salary rates of compensation as set forth in Exhibit B, and the District shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit that is based upon the relationship of employer and employee.

## **14. INDEMNITY**

District shall assume the defense of and indemnify and hold harmless City from and against all actions or claims against City, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by City by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the City, its officers, agents or employees and except for actions or claims alleging dangerous conditions of City property which arise out of the acts or failure to act by the City, its officers, agents or employees which are not created by a District employee or District invitee.

City shall assume the defense of and indemnify and hold harmless District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the District, its officers, agents or employees and except for actions or claims alleging dangerous

condition of District property which arise out of the acts or failure to act by the District, its officers, agents or employees which are not created by a City employee or City invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

## **15. INSURANCE**

**City Insurance.** City, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The City may show satisfactory proof by way of a letter from the City's Risk Manager or designee of self-insurance, or pooled insurance if any.

### **A. Comprehensive General Liability**

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

### **B. Workers' Compensation and Employers' Liability**

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the City.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by City, and any approval of said insurance by the District, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by City pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

**District Insurance.** District, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The District may show satisfactory proof by way of a letter from the District's Risk Manager or designee of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the District.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. **Special Provisions**

The foregoing requirements as to the types and limits of insurance coverage to be maintained by District, and any approval of said insurance by the City, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by District pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

**16. HEALTH AND SAFETY**

City shall comply with all applicable Federal, state and local requirements pertaining to health and safety protection of the Police Officers.

**17. TERMINATION**

Either Party shall have the right to terminate this Agreement at any time by giving a written notice of termination to the other Party. The other Party shall have the right to specify the effective date of such termination, which, however, shall not be less than fifteen (15) days after the date of said notice. If either Party gives such notice of termination to the other Party, the other Party shall immediately cease rendering Services pursuant to this Agreement. In the event of such termination, City shall be paid for its services performed to the effective date of such termination. The foregoing notwithstanding, neither of the Parties waives their right to recover damages against the other for breach of this Agreement, including, without limitation, any amount necessary to compensate one Party for all detriment proximately caused by the other Party's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom.

**18. THIRD PARTY OBLIGATIONS**

City shall be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement. City shall pay directly such parties for all amounts due under said arrangement. The Parties specifically do not intend to enter into this Agreement for the benefit of any person or entity that is not a named party hereto.

**19. NOTICES**

Any written communication required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the respective Party as follows:

TO DISTRICT: Sacramento City Unified School District  
Jorge Aguilar, Superintendent  
5735 47<sup>th</sup> Ave, Sacramento, CA 95824  
Phone: (916) 643-7400

TO CITY: Sacramento Police Department  
ATTN: Captain Kathy Lester  
5770 Freeport Blvd., Suite 100  
Sacramento, CA 95822  
Phone: (916) 808-0822  
Fax: (916) 808-0818

Any Party who desires to change its address for notice may do so by giving notice as set forth herein.

**20. NON-WAIVER**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**21. MODIFICATION**

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and duly signed by the Parties hereof.

**22. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**23. CAPTIONS**

The headings or captions to the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

**24. SEVERABILITY**

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

**25. AMBIGUITIES**

Each of the Parties has carefully reviewed this Agreement and has agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either Party.

**26. SUCCESSORS AND ASSIGNS**

All rights of each Party under this Agreement shall inure to the benefit of its successors in interest and assigns; all obligations and burdens assumed under this Agreement by each Party shall bind the successors in interest and assigns of each Party.

**27. GOVERNING LAW**

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The Parties agree that venue for any legal action concerning any dispute arising under this Agreement shall be a court of competent jurisdiction located in Sacramento County, California.

**28. INTEGRATION**

This Agreement embodies the entire agreement of the Parties in relation to the scope of services herein described, and no other agreement or understanding verbal or otherwise, exists between the Parties.

**29. PERSONNEL AND OTHER CONFIDENTIAL RECORDS**

The District acknowledges that the Police Officers are subject to the California Public Safety Officers Bill of Rights (Government Code sections 3300, et seq.) The District shall not take any action that may lead to punitive action against the Police Officers, but shall address its concerns to the City for handling consistent with the Public Safety Officers Bill of Rights.

Personnel records, including records concerning the performance of the Police Officers, together with complaints made against the Police Officers are confidential pursuant to Evidence Code section 832.7 and Evidence Code sections 1043 and 1046, and the District shall not disclose such records. Any request for disclosure of such records shall be treated as a request for disclosure of confidential records pursuant to the following paragraph.

Each Party shall not disclose records received from the other Party, which has been designated as confidential, including Student or Pupil Records pursuant to FERPA, 20 U.S.C. Section 1232g, and California Education Code Section 49060 et seq. 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.

### **30. DISPUTE RESOLUTION**

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same. Should the Parties be unable to resolve any dispute arising under this Agreement or mutually agree to an alternative dispute resolution method, the provisions of Section 27 above would apply.

### **31. AUTHORITY**

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by the each Party's governing body.

The Parties have entered into this Agreement as of the day and year first hereinabove appearing.

**CITY OF SACRAMENTO, a municipal corporation**

By: \_\_\_\_\_  
Howard Chan  
City Manager

Attest: \_\_\_\_\_  
CITY CLERK

Approved as to Form:

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY

**SACRAMENTO UNIFIED SCHOOL DISTRICT, a local public agency**

By: \_\_\_\_\_  
John Quinto, Chief Business Officer

**SCHOOL RESOURCE OFFICER**



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## **BASIC FUNCTION**

The School Resource Officer (SRO) will work closely with school staff in identifying specific problems and focus on long-term solutions. The SRO will establish and maintain regular and consistent contact with the school administration and respond to any school safety issues. This relationship will provide for comprehensive and immediate accessibility to police resources.

## **REPRESENTATIVE DUTIES**

The SRO will maintain a highly visible and open presence on each campus to encourage positive student interaction. Each officer will closely monitor the various functions within the school and youth community. The SRO should also be present at any school function when there is a reasonable likelihood that the function has the potential for violence or criminal activity. It is recommended that each officer develop a service-relationship with the principals of the local feeder schools. Additionally, off-campus duties may include picking up truants and transporting them back to campus, and networking (Community Oriented Policing) with community businesses and neighbors. Officers, while working on duty in the capacity as a peace officer, will be considered authorized chaperones for school related trips, competitions, and other related school activities.

The SRO will work closely with any conflict resolution or truancy program at each site. They may participate in conflict resolution, restorative justice, and crime awareness. In addition, as appropriate, and when not in conflict with their duties to enforce criminal laws, the SRO may utilize restorative practices when engaging with students to the extent appropriate in their experience and judgment. The SRO shall be provided training opportunities in restorative justice, implicit bias, and trauma-informed strategies as appropriate.

The SRO will coordinate with the Safe School Director to establish a schedule of presentations and training to students, school staff, and parents, as requested, on school safety and crime prevention issues. They will act as a coordinator for presentation requests outside of the officer's expertise.

The SRO will act as an intelligence gatherer and liaison officer for the school site and the Police Department and will bridge the gap between community and school related law enforcement problems. The officer will work on prevention, intervention, and suppression of all the drug and/or gang activity occurring in and around the schools.

The SRO should follow-up on investigations of crimes that occur on or near the school campuses when possible. The officer should endeavor to identify physical changes in the environment that may reduce crime in and around the school.

The SRO will have the capabilities for rapid, mutual-aid support from other government agencies. They will assist the school administration from other government agencies. They will assist the school administration in developing school policies that address

#### EXHIBIT A

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crime and recommend procedural changes. The SRO will read and analyze their school's Emergency Preparedness plan.

The SRO will solve conflicts among youth groups within the school environment. They will operate under the philosophy of community-oriented policing and problem solving on school campuses and surrounding neighborhoods.

There are three (3) times that have been determined as "critical" at the high school campuses. These times are: before school, during lunch, and after school. Therefore, the Officer's presence on the campus during these times is essential. Exceptions to this may include an emergency call to another school or an emergency in the nearby community.

#### **SCHOOL RESOURCE SERGEANT**

The supervising Sergeant's role in the SRO program is extremely important. The District will rely on this Sergeant to communicate the needs of the District to the Officers. Additionally, the Sergeant will share the Officer's needs and concerns with the District liaison. The following is a list of the areas where the Sergeant can assist the District:

Coordinate with the Director of Safe Schools to meet and become acquainted with school administrators.

Collaborate with the Director of Safe Schools on strategic development and needed training of SROs.

Consult with Director of Safe Schools regarding the need for SPD special units on non-emergency situations.

Initiate and coordinate any needed training for officers or and assist in the development of safety bulletins for the schools.

Coordinate summer training for the officers and school staff.

Provide input and oversight on school safety issues and incidents.

Consult with the Director of Safe Schools as to the performance of the SROs.

Coordinate grievance procedures with the Director of Safe Schools.

Exhibit B

**Sacramento City Unified School District**

				Year 1			Year 2			Total
	Title	Rate <sup>3</sup>	Quantity	Aug - Dec 2018	Jan - Mar 2019	Apr - Jun 2019	Aug - Dec 2019	Jan - Mar 2020	Apr - Jun 2020	
Salary & Benefits <sup>1</sup>										
	Police Officer	\$ 157,305	8	429,161	314,610	314,610	442,035	324,048	324,048	2,148,513
	Police Sergeant	\$ 208,536	1	71,116	52,134	52,134	73,250	53,698	53,698	356,030
				500,277	366,744	366,744	515,285	377,746	377,746	2,504,543
Overtime <sup>2</sup>										
	Police Officer	\$ 73.70	1,700	50,116	37,587	37,587	51,619	38,715	38,715	254,339
	Police Sergeant	\$ 97.53	20	780	585	585	804	603	603	3,960
				50,896	38,172	38,172	52,423	39,317	39,317	258,298
Fleet Maintenance	Police Vehicle	\$ 15,600	9	47,880	35,100	29,250	47,880	35,100	29,250	224,460
TOTAL				\$ 599,053	\$ 440,016	\$ 434,166	\$ 615,588	\$ 452,164	\$ 446,314	\$ 2,987,301

1 - Estimated 3% increase effective 7/1/19.

2 - Estimated rate increase of 3% effective 7/1/19. Number of overtime hours is an average of actual overtime hours worked in fiscal year 2016/17 plus 75 extra hours. Actual overtime expenses will vary depending on the actual number of overtime hours worked.

3 - Salary & Benefits is an annual, full year Officer rate. Overtime is an hourly rate. Fleet Maintenance is an annual rate.

## AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Boys and Girls Clubs (BGC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage Boys and Girls Clubs of Sacramento to develop, maintain and sustain programs that offer support services to **Edward Kemble Elementary** and **Ethel I Baker Elementary** programs and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at Edward Kemble and at BGC Teichert Branch sites during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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 reimburse BGC for direct services not to exceed **\$168,805.00** 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. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

<b>Program</b>	<b>School Name</b>	<b>Contract Amount</b>	<b>Attendance Target Days (180)</b>
ASES	Edward Kemble	\$104,005.00	83
District Funds – After School	Ethel I Baker	\$64,800.00	60
<b>Total Amount</b>		<b>\$168,805.00</b>	

The final installment shall not be invoiced by BGC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, BGC shall provide documentation of **\$25,320.75** as in-kind match (15% of the contract amount) to the District.

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

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

E. **Fingerprinting Requirements.** BGC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, BGC 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. BGC 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, BGC 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, BGC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

I. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the

work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

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

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

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

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_

John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**AGENCY NAME:**

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Date

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

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



DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of BGC to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM 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, BGC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.
14. Assist with the coordination of field trips and special events by coordinating with the SCUSD transportation department.

Boys and Girls Clubs 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 BGC 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **BGC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. BGC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

## Attachment C - Data Sharing Agreement

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Boys & Girls Club ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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

Kimly Key  
Boys & Girls Club

\_\_\_\_\_  
Chief Information Officer

CEO  
[Title]

\_\_\_\_\_  
[DATE]

9-4-18  
[DATE]

## AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Center for Fathers and Families (CFF) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage Center for Fathers and Families to develop, maintain and sustain programs that offer support services to **Father Keith B. Kenny, H.W. Harkness, Isador Cohen and New Joseph Bonnheim Elementary** programs and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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 reimburse CFF for direct services not to exceed **\$524,181.83** 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. In the event of termination, payment will not be initiated for any services not rendered.



Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Father Keith B. Kenny	\$129,483.90	103
ASES	H.W. Harkness	\$121,246.13	97
ASES	Isador Cohen	\$104,422.50	83
21 <sup>st</sup> CLC After School	Isador Cohen	\$34,425.00	30
21 <sup>st</sup> CLC Before School	Isador Cohen	\$30,600.00	40
ASES	New Joseph Bonenheim	\$104,004.30	83
<b>Total Amount</b>		<b>\$524,181.83</b>	

The final installment shall not be invoiced by CFF or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CFF shall provide documentation of \$78,627.27 as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. CFF agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, CFF 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. CFF 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, CFF 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, CFF agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to

adhere to the terms of this provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

By: \_\_\_\_\_  
John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

AGENCY NAME:

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

\_\_\_\_\_  
8/31/18  
Date

Print Name: \_\_\_\_\_  
RICHARD T. JENNINGS, JR.

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

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

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DISTRICT shall:

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

Center for Fathers and Families 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 CFF 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **CFF shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. CFF shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming



- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
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13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.



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**WHEREAS**, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after August 1, 2018 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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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

\_\_\_\_\_  
Chief Information Officer

\_\_\_\_\_  
[DATE]

  
Center for Fathers and Families

  
[Title]

  
[DATE]

## AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the City of Sacramento, Teen Services (CITY OF SAC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage City of Sacramento, Teen Services to develop, maintain and sustain programs that offer support services to **Sam Brannan Middle School** program and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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 reimburse CITY OF SAC 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. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Sam Brannan	\$139,230.00	111
<b>Total Amount</b>		<b>\$139,230.00</b>	

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

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

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

E. **Fingerprinting Requirements.** CITY OF SAC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, CITY OF SAC 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. CITY OF SAC 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, CITY OF SAC 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, CITY OF SAC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this

provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

By:

\_\_\_\_\_  
John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**AGENCY NAME:**

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

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



DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of CITY OF SACRAMENTO, TEEN SERVICES 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, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.
14. Assist with the coordination of field trips and special events by coordinating with the SCUSD transportation department.

City of Sacramento, Teen Services 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 CITY OF SAC 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **CITY OF SAC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. CITY OF SAC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

## Attachment C - Data Sharing Agreement

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and City of Sacramento, Teen Services ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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

U. P. Law  
\_\_\_\_\_  
City of Sacramento, Teen Services

\_\_\_\_\_  
Chief Information Officer

Recreation Superintendent  
\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[DATE]

\_\_\_\_\_  
[DATE]





## AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Rose Family Creative Empowerment Center (RFCEC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain programs that offer support services to **John Still K-8, Luther Burbank High School, Parkway Elementary, Susan B. Anthony and Phoenix Park Community Center** programs and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century ASSETs and Community Learning Centers expanded learning programs at the above mentioned program sites during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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 reimburse RFCEC for direct services not to exceed **\$653,558.91** 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. In the event of termination, payment will not be initiated for any services not rendered.

**Breakdown:**

Program	School/Site Name	Contract Amount	Attendance Target Days (180)
ASES	John Still K-8	\$162,200.16	129
21 <sup>st</sup> Century ASSETS	Luther Burbank High School	\$110,000.00	250
ASES	Parkway Elementary	\$115,769.75	92
ASES	Susan B. Anthony Elementary	\$179,189.00	143
District Funds	Phoenix Park Community Center	\$86,400.00	80
<b>Total Amount</b>		<b>\$653,558.91</b>	

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of **\$98,034.00** as in-kind match (15% of the contract amount) to the District.

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

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

E. **Fingerprinting Requirements.** RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, RFCEC 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. RFCEC 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, RFCEC 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, RFCEC agrees to provide a

replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

By:

\_\_\_\_\_  
John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**AGENCY NAME:**

By:

\_\_\_\_\_  
*Jackie Rose*  
Authorized Signature

\_\_\_\_\_  
*8/31/18*  
Date

Print Name:

\_\_\_\_\_  
*Jackie Rose*

Title:

\_\_\_\_\_  
*DIRECTOR/CEO*

DISTRICT shall:

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

Rose Family Creative Empowerment Center 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 RFCEC 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **RFCEC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. RFCEC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement



6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

## Attachment C - Data Sharing Agreement

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Rose Family Empowerment Center ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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

Jachin Rose  
Rose Family Empowerment Center

\_\_\_\_\_  
Chief Information Officer

Director / CEO  
[Title]

\_\_\_\_\_  
[DATE]

9/6/18  
[DATE]

## AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Leaders of Tomorrow (LOT) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain programs that offer support services to **John Sloat Elementary** program and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**A. Roles and Responsibilities.**

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

**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 reimburse LOT for direct services not to exceed **\$126,022.50** 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. In the event of termination, payment will not be initiated for any services not rendered.



Breakdown:

<b>Program</b>	<b>School Name</b>	<b>Contract Amount</b>	<b>Attendance Target Days (180)</b>
ASES	John Sloat	\$104,422.50	83
District Funds – After School	John Sloat	\$21,600.00	20
<b>Total Amount</b>		<b>\$126,022.50</b>	

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, LOT shall provide documentation of **\$18,903.38** as in-kind match (15% of the contract amount) to the District.

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

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

E. **Fingerprinting Requirements.** LOT agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, LOT 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. LOT 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, LOT 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, LOT agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

I. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the

work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

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

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

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

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

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

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

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

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



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

**DISTRICT:**

By: \_\_\_\_\_

John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**AGENCY NAME:**

By: \_\_\_\_\_

*Barbara Venter*  
Authorized Signature

*9-4-18*  
Date

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

*Barbara Venter*

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

*Barbara Venter*  
Executive Director

DISTRICT shall:

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

Leaders of Tomorrow 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 LOT 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. LOT shall maintain 85% or above of targeted attendance for the school site for the entire year.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. LOT shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. **Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee**
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. **A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.**
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

## **Attachment C - Data Sharing Agreement**

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and **Leaders for Tomorrow** ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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

Robert Ventresca  
Leaders for Tomorrow

\_\_\_\_\_  
Chief Information Officer

Executive Director  
[Title]

\_\_\_\_\_  
[DATE]

9-10-18  
[DATE]



## AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the New Hope Community Development Corporation (NHCDC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Sol Aureus College Preparatory, Hollywood Park and William Land (Before School)** programs and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned school sites during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. NHCDC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. NHCDC 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 reimburse NHCDC for direct services not to exceed **\$249,308.10** 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. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Sol Aureus College Preparatory	\$100,245.60	80
ASES	Hollywood Park	\$104,422.50	83
District Funds	William Land (Before School)	\$44,640.00	62
<b>Total Amount</b>		<b>\$249,308.10</b>	

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NHCDC shall provide documentation of **\$37,396.22** as in-kind match (15% of the contract amount) to the District.

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

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

E. **Fingerprinting Requirements.** NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, NHCDC 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. NHCDC 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, NHCDC 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, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

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

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:

\_\_\_\_\_  
John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**AGENCY NAME:**

By:

\_\_\_\_\_  
**Enoch Yeung**  
Authorized Signature

Digitally signed by Enoch Yeung  
DN: CN=Enoch Yeung, E=enochy@gmail.com  
Reason: I am approving this document  
Location: Sacramento  
Date: 2018-09-11 10:50:00

\_\_\_\_\_  
9-11-18

\_\_\_\_\_  
Date

Print Name: Enoch Yeung

Title: Executive Director

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.
14. Assist with the coordination of field trips and special events by coordinating with the SCUSD transportation department.

New Hope Community Development Corporation 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 NHCDC 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **NHCDC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. NHCDC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement



6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

## Attachment C - Data Sharing Agreement

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and New Hope Community Development Corp. ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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

\_\_\_\_\_  
Chief Information Officer

\_\_\_\_\_  
[DATE]

Enoch  
Yeung

Digitally signed by Enoch Yeung  
DN: CN=Enoch Yeung,  
E=enochy@gmail.com  
Reason: I am approving this document  
Location: Sacramento  
Date: 2018-09-19 10:58:21

\_\_\_\_\_  
New Hope Community Development Corp.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
9/19/18

\_\_\_\_\_  
[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 the Roberts Family Development Center (RFDC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### **RECITALS**

WHEREAS, the District desires to engage Roberts Family Development Center to develop, maintain and sustain programs that offer support services to **Leataata Floyd Elementary** programs and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**A. Roles and Responsibilities.**

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

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

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

**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 reimburse RFDC for direct services not to exceed **\$214,929.81** 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. In the event of termination, payment will not be initiated for any services not rendered.

**Breakdown:**

<b>Program</b>	<b>School Name</b>	<b>Contract Amount</b>	<b>Attendance Target Days (180)</b>
ASES	Leataata Floyd	\$104,004.81	83
21 <sup>st</sup> CLC After School	Leataata Floyd	\$95,625.00	83
21 <sup>st</sup> CLC Before School	Leataata Floyd	\$15,300.00	20
<b>Total Amount</b>		<b>\$214,929.81</b>	

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of **\$32,239.47** as in-kind match (15% of the contract amount) to the District.

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

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

E. **Fingerprinting Requirements.** RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, RFDC 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. RFDC 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, RFDC 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, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

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:**

\_\_\_\_\_  
John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**AGENCY NAME:** Roberts Family Development Center

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date 8/29/2018

**Print Name:** Derrell Roberts

**Title:** CEO/ Co-Founder

DISTRICT shall:

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

Roberts Family Development Center 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 RFDC 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **RFDC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. RFDC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designated Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 administrators 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Community Learning Centers/ASSH's 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. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

## Attachment C - Data Sharing Agreement

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Roberts Family Development Center ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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

  
\_\_\_\_\_  
Roberts Family Development Center

\_\_\_\_\_  
Chief Information Officer

\_\_\_\_\_  
CEO/Co-Founder  
[Title]

\_\_\_\_\_  
[DATE]

\_\_\_\_\_  
9/07/2018  
[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 the Target Excellence (TE) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage Target Excellence to develop, maintain and sustain programs that offer support services to **Bret Harte Elementary, Cesar Chavez Intermediate, Elder Creek Elementary, Ethel I Baker Elementary, James Marshall Elementary, Oak Ridge Elementary, Mark Twain Elementary and Rosa Parks K-8** programs and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century Community Learning Centers expanded learning programs at the above mentioned program sites during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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 reimburse TE for direct services not to exceed **\$1,291,583.05** 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. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Bret Harte	\$121,130.10	97
District Funds – After School	Bret Harte	\$21,600.00	20
District Funds – Before School	Bret Harte	\$19,440.00	27
ASES	Cesar Chavez	\$104,422.50	83
21 <sup>st</sup> CCLC After School	Cesar Chavez	\$34,425.00	30
21 <sup>st</sup> Before School	Cesar Chavez	\$30,600.00	40
ASES	Elder Creek	\$263,357.72	210
District Funds – After School	Elder Creek	\$54,000.00	50
ASES	Ethel I Baker	\$112,428.23	90
District Funds – After School	Ethel I Baker	\$21,600	20
District Funds – Before School	Ethel I Baker	\$25,200	35
ASES	James Marshall	\$104,422.50	83
ASES	Mark Twain	\$104,422.50	83
ASES	Oak Ridge	\$113,704.50	91
ASES	Rosa Parks	\$139,230.00	111
District Funds – After School	Rosa Parks	\$21,600.00	20
<b>Total Amount</b>		<b>\$1,291,583.05</b>	

The final installment shall not be invoiced by TE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, TE shall provide documentation of **\$193,737.45** as in-kind match (15% of the contract amount) to the District.

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

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

shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the TE to the District.

E. Fingerprinting Requirements. TE agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, TE 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. TE 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, TE 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, TE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

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

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: \_\_\_\_\_

John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

AGENCY NAME:

By: \_\_\_\_\_

  
Authorized Signature

8/31/18  
Date

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

Angela Love

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

Executive Director

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of TARGET EXCELLENCE to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
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10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
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13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.
14. Assist with the coordination of field trips and special events by coordinating with the SCUSD transportation department.

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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 TE and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
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4. Follow the Expanded Learning Procedural Manual.
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6. Maintain and provide to the District monthly attendance and program activities records.
7. **TE shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. TE shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21<sup>st</sup> Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

## Attachment C - Data Sharing Agreement

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Target Excellence ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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.

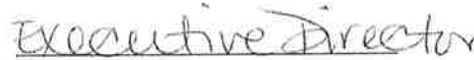
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. . In 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

  
\_\_\_\_\_  
Target Excellence

\_\_\_\_\_  
Chief Information Officer

  
\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[DATE]

  
\_\_\_\_\_  
[DATE]

## AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Sacramento Chinese Community Service Center (SCCSC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2018 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain programs that offer support services to **A.M. Winn K-8, Abraham Lincoln Elementary, Albert Einstein Middle, Bowling Green Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, David Lubin Elementary, Earl Warren Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, Hubert H. Bancroft Elementary, John Bidwell Elementary, John Cabrillo Elementary, Kit Carson International Academy, Martin Luther Jr., K-8, Nicholas Elementary, O.W. Erlewine Elementary, Oak Park Preparatory Academy, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, St. Hope Public School 7, Tahoe Elementary, Theodore Judah Elementary, Will C. Wood Middle, William Land Elementary, Woodbine Elementary, Arthur A. Benjamin Health Professions High, Rosemont High, American Legion High, C.K. McClatchy High, Hiram Johnson High, John F. Kennedy High, and Sacramento Charter High** programs and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SCCSC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. SCCSC 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 reimburse SCCSC for direct services not to exceed **\$4,392,285.40** 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. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	A.M. Winn K-8	\$121,130.10	97
District Funds – Before School	A.M. Winn K-8	\$21,600.00	30
ASES	Abraham Lincoln	\$104,422.50	83
ASES	Albert Einstein	\$113,080.29	90
ASES	Bowling Green	\$104,886.60	84
District Fund – After School	Bowling Green	\$75,600.00	70
ASES	California Middle	\$139,090.77	111
ASES	Camellia Basic	\$104,422.50	83
ASES	Caroline Wenzel	\$104,004.81	83
ASES	David Lubin	\$77,005.33	61
ASES	Earl Warren	\$104,422.50	83
District Funds – After School	Earl Warren	\$43,200.00	40
District Funds – Before School	Earl Warren	\$25,200.00	35
ASES	Ethel Phillips	\$104,422.50	83
21 <sup>st</sup> Century CLC	Ethel Phillips	\$34,425.00	30
ASES	Fern Bacon	\$139,230.00	111
ASES	Golden Empire	\$104,422.50	83
District Funds – After School	Golden Empire	\$32,400.00	30
ASES	Hubert H. Bancroft	\$90,221.04	72
ASES	John Bidwell	\$104,422.50	83
District Funds – After School	John Bidwell	\$21,600.00	20
ASES	John Cabrillo	\$104,422.50	83
ASES	Kit Carson	\$89,854.17	72
ASES	Martin Luther King, Jr.	\$104,422.50	83
21 <sup>st</sup> Century CLC	Martin Luther King, Jr.	\$96,390.00	83

ASES	Nicholas	\$106,510.95	85
District Funds – After School	Nicholas	\$75,600.00	70
District Funds – Before School	Nicholas	\$25,200.00	35
ASES	O.W. Erlewine	\$104,422.50	83
ASES	Oak Park Prep. Academy	\$37,592.10	30
ASES	Pacific	\$106,510.95	85
District Funds – After School	Pacific	\$54,000.00	50
District Funds – Before School	Pacific	\$25,200.00	35
ASES	Peter Burnett	\$126,560.07	101
District Funds – After School	Peter Burneet	\$21,600.00	20
District Funds – Before School	Peter Burnett	\$25,200.00	35
ASES	Pony Express	\$104,422.50	83
ASES	St. Hope Public School 7	\$139,230.00	111
ASES	Tahoe	\$104,422.50	83
District Funds – Before School	Tahoe	\$25,200.00	35
ASES	Theodore Judah	\$104,422.50	83
ASES	Will C Wood	\$139,230.00	111
ASES	William Land	\$120,294.72	96
District Funds – After School	William Land	\$81,000.00	75
ASES	Woodbine	\$104,422.50	83
21 <sup>st</sup> Century ASSETs	American Legion	\$55,641.00	50
21 <sup>st</sup> Century ASSETs	Arthur A. Benjamin Health Professions	\$61,305.00	75
District Funds - After School	C.K. McClatchy	\$75,000.00	200
21 <sup>st</sup> Century ASSETs	Hiram Johnson	\$110,000.00	250
District Funds – After School	John F. Kennedy	\$75,000.00	200
21 <sup>st</sup> Century ASSETs	Rosemont	\$110,000.00	250
21 <sup>st</sup> Century ASSETs	Sacramento Charter High	\$110,000.00	200
<b>Total Amount</b>		<b>\$4,392,285.40</b>	

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SCCSC shall provide documentation of **\$658,842.81** as in-kind match (15% of the contract amount) to the District.

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



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

E. Fingerprinting Requirements. SCCSC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, SCCSC 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. SCCSC 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, SCCSC 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, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. 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 as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

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

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

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

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

L. Assignment. This Agreement is made by and between SCCSC 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 SCCSC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive

the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

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:

\_\_\_\_\_  
John Quinto  
Chief Business Officer  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**AGENCY NAME:**

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
9-4-18  
Date

Print Name: Henry Kloczkowski

Title: Executive Director

DISTRICT shall:

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

Sacramento Chinese Community Service Center 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, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
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 SCCSC 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. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **SCCSC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. SCCSC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by 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 Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. Early Release/Late Arrival Policy
  - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21<sup>st</sup> CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
  - g. District Disciplinary Protocol
  - h. SCUSD Wellness Policy
  - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
  - c. Clear, positively stated program rules and expectations.
  - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
    - a. Have a general knowledge of the academic standing of their students in their program
    - b. Align Expanded Learning programs to the regular school day
    - c. **Each program site will have their own program plan based on the needs of their students**
    - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
    - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
    - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
  8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
  9. All 21<sup>st</sup> Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
  10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
  11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
  12. Program managers and instructional aids will participate in district offered professional development.
  13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.



## Attachment C - Data Sharing Agreement

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This Data Sharing Agreement is entered into between Sacramento City Unified School District ("LEA") and Sacramento Chinese Community Center ("Service Provider") on August 1, 2018.

**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 August 1, 2018 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

  
Sacramento Chinese Community Center

\_\_\_\_\_  
Chief Information Officer

Executive Director  
[Title]

\_\_\_\_\_  
[DATE]

9-7-18  
[DATE]