



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: December 19, 2019

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

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

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>COLLEGE & CAREER READINESS</u>		
Butte-Glenn Community College District A20-00067	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Grant Amount: \$860,000 District Cash Match: \$500,000 Sacramento City College Cash Match: \$300,000 Program Total: \$1,660,000
<p>7/1/19 – 6/30/21: Butte-Glenn Community College District has made this award as the fiscal agent for the North Far North Regional Consortium of California Community Colleges of which Los Rios is a part. K-12 Strong Workforce Grant will be used to build District capacity systems, practices, and networks to improve opportunities for approximately 3500 students in California Partnership Academies (CPAs), Career Technical Education (CTE) and Linked Learning programs through College and Career Readiness (CCR) in collaboration with Sacramento City Community College and our industry partners using robust labor market data. To ensure seamless transitions to post-secondary, students will participate in two or more courses in a CTE Pathway and two or more courses in a CTE Pathway with early college credit. Strategies for the program include: (1) Dual Enrollment (AA, Early College, Dual Enrollment, Concurrent Enrollment); (2) Data support for continuous improvement to ensure accurate and quality data; (3) Tools, resources, and professional development through NAF (a non-profit formerly known as National Academy Foundation), District-wide advisory; (4) CCR Expanded Learning Programs (before, after, and summer school programs); and (5) Professional learning opportunities from external and internal contributors including Train the Trainer opportunities (educator- as well as industry-led), summer seminar opportunities for teachers and administrators, career ready seminars for all central office staff, and lesson studies for CTE teachers.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>JOHN STILL K-8 SCHOOL</u>		
Rose Family Creative Empowerment Center SA20-00275-77	08/29/19-06/30/20: John Still has partnered with Rose Family since 2016 to provide Expanded Learning services through the Youth Development Department which initially qualified Rose Family as a provider through their annual Expanded Learning RFP process. Because of the success of Rose Family's Expanded Learning program, John Still has dedicated site funds to increase the slots in their Expanded Learning program, and has enlisted Rose Family to provide after school tutoring and operate the Saturday arts program at the site.	\$167,000 SIG Funds
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p><u>After School Program (\$72,000)</u> Rose Family Creative Empowerment Center operates the After School Program at John Still. This funding expands the program to accommodate an additional 80 students, which was a request by parents in the school community. Students in this program also log additional hours with the online intervention program and have made academic gains over the past four years.</p> <p><u>South Sacramento Youth Arts Collective (\$25,000)</u> This program provides arts instruction on Saturdays from 9 a.m. to 12 noon for youth who attend John Still K-8 School. The</p>	

genres include step, drumline, African Drumming, Piano, Choir, Theater, Hip Hop and Digital Media. Other classes may be added based on interest. The program seeks to provide students access to programs that our facility has capacity for. John Still in the 1990's was called John Still Creative Center and was a VAPA school. The school has a full dance studio, three production stages, and a television studio. Prior to the program, students had a very limited exposure to the arts. Saturday programs also provide a showcase for what the students have learned twice a year.

After School Academy (\$70,000)

This program provides academic instruction by certificated teachers to those students identified by school administration as needing additional supports. The Academy offers tutoring and enrichment programs for students and also provides clubs that align with the school day and other enrichment activities. This program has been a vital part of John Still's school-wide improvement.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0808-000 VoIP Battery Backup Remaining Sites
Bids received: December 4, 2019
Recommendation: Award to AMS.net, Inc.
Amount/Funding Source: \$300,000; General Fund

BIDDER	BIDDER LOCATION	AMOUNT
AMS.net, Inc.	Livermore, CA	\$300,000
Vanden Bos Electric, Inc.	Roseville, CA	\$321,105
Cal Coast Telecom	San Jose, CA	\$538,462
GigaKOM, Inc.	San Diego, CA	Non-responsive

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
AM Stephens Construction	Sam Brannan/John Cabrillo Asphalt Paving & Playfields Renovation	11/27/19
Roebbelen Contracting, Inc.	Transportation Facility & Warehouse Renovation	12/3/19



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

**GRANT AGREEMENT
FOR
K-12 STRONG WORKFORCE PROGRAM
NORTH FAR NORTH REGIONAL CONSORTIUM**

This Grant Agreement (hereinafter referred to as "Agreement") is entered into by and between the Butte-Glenn Community College District on behalf of its Career and Technical Education Department (hereinafter referred to as "District") and **Sacramento City Unified School District**, a Local Education Agency (hereinafter referred to as "Grantee"). District and LEA may be referred to individually as a "Party" and collectively as the "Parties" in this Grant Agreement.

RECITALS

WHEREAS, the District has been designated as the Regional Consortium Fiscal Agent on behalf of the North Far North Regional Consortium (hereinafter referred to as "NFN Regional Consortium") for the purpose of implementing the K-12 component of the Strong Workforce Program (hereinafter referred to as "K12 SWP") established by Education Code §§ 88827-88833.

WHEREAS, the District shall receive K12 SWP funds allocated for the NFN Regional Consortium from the California Community Colleges Chancellor's Office (hereinafter referred to as "Sponsor"), and is responsible to distribute funding and monitor sub-grants once funding decisions have been authorized by the NFN Regional Consortium pursuant to Education Code §§ 88827-88833.

WHEREAS, the NFN Regional Consortium has been approved by the California Community Colleges Chancellor's Office.

WHEREAS, the Grantee is one or more, or any combination, of the following: (1) School districts; (2) County offices of education; (3) Charter schools; (4) Regional occupational centers or programs operated by a joint powers authority; is located within the boundaries of the NFN Regional Consortium, and desires to engage in regional efforts to align workforce, employment and education services.

NOW, THEREFORE, the parties mutually agree as follows:

1. **SCOPE OF WORK.** The Grantee shall perform the work set forth in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system, (hereinafter referred to as "Work"), which is attached hereto and incorporated by reference in this Agreement.
2. **PROGRAM SPECIFIC TERMS.** The Grantee shall comply with the terms and conditions found in Exhibit B, (1) Program-Specific Legal Terms and Conditions and (2) Guidelines, Definitions and Allowable Expenditures, which is attached hereto and incorporated by this reference in this Agreement. The terms and conditions provide further guidance for the administration of this Agreement.
3. **PERIOD OF PERFORMANCE.** The period of performance for this Agreement shall commence on **July 1, 2019** and shall expire on **December 31, 2021**, unless extended by written amendment to this Agreement or terminated earlier in accordance with the termination provisions of this Agreement.
4. **KEY PERSONNEL.** The performance under this Agreement shall be under the direction of the respective Party's Authorized Representative for Technical Matters as specified in the Authorized Representatives provision of this Agreement.
5. **AWARD OF FUNDS.** The total amount of funds made available for payment to Grantee for Work performed under this Grant Agreement are awarded at **\$860,000.00** (hereinafter referred to as the "Grant Award"). The awarded amount is fixed and based upon the amounts specified in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system. In no event shall

the District be liable for payment to Grantee which would result in cumulative payment under this Agreement exceeding the total allocated funds unless this Agreement is modified in writing in accordance with this Agreement.

6. **BUDGET.** The costs and categories of costs approved to fund the Grantee's performance of the Work are detailed in Exhibit A, the Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system.

7. **ALLOWABLE COSTS.** The allowability of costs under this Agreement shall be determined in accordance with (1) the terms of this Agreement and (2) the terms set forth in Exhibit B.

8. **INVOICING.** The Grantee shall submit an invoice for an advance payment of 70% of the total amount of the Grant Award after this Agreement is fully executed. The Grantee shall submit an invoice for progress payment(s) up to 30% of the total amount of the Grant Award at the time that progress reports are submitted pursuant to the Progress Reports provision of this Agreement. Grantee's invoices must be submitted to the District's Authorized Representative for Business Matters for approval using Exhibit C, Invoice Template for K12 SWP NFN Regional Consortium.

9. **PAYMENT.** District will make payment on all approved invoices in accordance with the terms of this Agreement. Payment shall be contingent upon the receipt of funding from the Sponsor and upon the Grantee's compliance with the terms and conditions of this Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Grantee is solely responsible for reimbursing the District for amounts paid the Grantee but (i) disallowed under the terms of this Agreement, or (ii) upon termination of this Agreement, unexpended or unobligated balance of funds advanced.

10. **SEPARATE ACCOUNTING.** The Grantee will establish a separate account for all funds specified in this Agreement and will use the funds as allowed under the K12 SWP to perform the Work specified in this Agreement. As applicable, the Grantee shall also establish and maintain such accounting and documentation of matching expenditures of the Grantee to satisfy the requirements of the Sponsor.

11. **USE OF FACILITIES AND EQUIPMENT.** The Grantee will furnish the facilities and equipment necessary to perform and complete the Work under this Agreement, and District has rights to inspect facilities furnished.

12. **AUDIT.** The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 SWP in the audit guide required by Section 14502.1.

13. **PROGRESS REPORTS.** The Grantee shall submit quarterly progress reports and financial reports and an end of project report to show expenditures and demonstrate that program deliverables are being met. Reports shall be submitted via NOVA reporting system in accordance with the due dates specified in Exhibit B, Program-Specific Legal Terms and Conditions, section 5.

14. **AUTHORIZED REPRESENTATIVES.** For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties.

For the District.

Technical Matters:

Tessa Miley
Chair
North/Far North Regional Consortium
Butte-Glenn Community College District
3536 Butte Campus Dr.
Oroville, CA 95965

	Business Matters:	Delia Go Program Coordinator, Grants Strong Workforce Program Butte-Glenn Community College District 3536 Butte Campus Dr. Oroville, CA 95965
	Authorized Official:	Andrew B. Suleski Vice President for Administration Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965
For the Grantee.	Technical Matters:	Vanessa D Marrero Director IIR, CCR Sacramento City Unified School District 5735 47 th Ave Sacramento CA95824
	Business Matters:	Steven Haskins Sacramento City Unified School District 5735 47 th Ave Sacramento CA95824
	Authorized Official:	Jorge Aquilar Superintendent Sacramento City Unified School District 5735 47 th Ave Sacramento CA95824

15. **INDEPENDENT CONTRACTOR.** For the purpose of this Agreement and all work and services specified herein, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

16. **ASSIGNMENT.** The Grantee may not assign, transfer or Agreement any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of the District and Sponsor.

17. **CANCELLATION.** Either of the Parties may at any time cancel this Agreement, with or without cause, by giving thirty (30) days advance written notice to the other Party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Agreement.

18. **APPROPRIATED FUNDS.** The continuation of this Agreement shall be subject to sufficient appropriated funds being received by District to administer and support the K12 SWP. In the event sufficient funds are not available or are discontinued at any time, the District may immediately cancel this Agreement by delivering written notice to the Grantee.

19. **GENERAL RELEASE.** The Grantee's acceptance of payment of the final invoice under this Agreement shall release the District from all claims of the Grantee, and from all liability to the Grantee concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of the District.

20. **USE OF NAME.** Neither of the Parties shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other Party. This restriction shall not include internal documents available to the public that identify the existence of the Agreement.

21. **AMENDMENTS.** By mutual written consent, the Parties may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Grantee and the District.

22. **INDEMNIFICATION.**

22.1. The Grantee shall defend, indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of Grantee, its officers, employees, or agents.

22.2. The District shall defend, indemnify and hold Grantee, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of District, its officers, employees or agents.

22.3. This indemnification provision shall survive termination of the Agreement and remain in effect.

23. **INSURANCE.** The Grantee at its sole cost and expense, shall insure its activities in connection with this Agreement and maintain in force for the duration of this Agreement insurance policies and requirements as follows:

23.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.

23.2. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Grantee's owned, hired, and non-owned vehicles.

23.3. Workers' Compensation insurance as required under California State law.

23.4. Employer's Liability insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.

23.5. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Grantee, or any person employed by the Agreement, with a limit of not less than \$1,000,000 each claim.

23.6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the District and the Grantee against other insurable risks relating to performance of this Agreement.

Insurance shall be issued by an insurance company(ies) licensed in California with a current A.M. Best rating of A:VII or better. The Commercial General Liability and Auto Liability coverages shall be endorsed to name "Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers" as additional insureds as their interest may appear. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice to the District of cancellation, suspension, or any material change of the required insurance coverage. If any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis: (i) the retroactive date must be shown, and must be before the date of the Agreement or the beginning of Work; and (ii) insurance shall be maintained and evidence of insurance must be provided for at least three (3) years following termination of this Agreement. The Grantee's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. The coverages required under this Section shall not limit the Grantee's liability. If any part of this Agreement is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors. The Grantee may fulfill its insurance obligations under this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices. Prior to commencing Work under this Agreement, Grantee shall furnish District with

certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Agreement.

24. **CONFLICT OF INTEREST.** Grantee shall not hire or contract with any officer or employee of District or any member of their immediate family to perform any service covered by this Agreement. Grantee warrants that no officer or employee of District has any financial interest, direct or indirect, in Grantee. Any question which may arise during the performance of this Agreement regarding a possible conflict of interest shall be referred to District for adjudication.

25. **NOTICES.** All notices required or permitted by this Agreement shall be by written instrument and shall be mailed by certified mail or personally delivered to the respective Party's Authorized Official as specified in the Authorized Representatives provision of this Agreement.

26. **APPLICABLE LAW.** This Agreement shall be interpreted and governed by applicable federal laws and State of California laws.

27. **ENTIRE AGREEMENT.** This Agreement, together with the Exhibits attached hereto, express the complete agreement of the Grantee and the District and supersedes all prior understandings regarding the Work.

28. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by facsimile, electronic mail or other electronic transmission, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
 (Signature of authorized official of District.)

By: _____
 (Signature of authorized official of Grantee.)

Name: Andrew B. Suleski

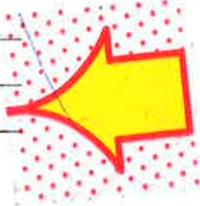
Name: Jorge Aguilar

Title: Vice President for Administration

Title: Superintendent

Date: _____

Date: _____



Exhibits

- A Scope of Work: Grantee's K12 Strong Workforce Program Application
- B Program Specific Terms:
 - (1) K12 Strong Workforce Program Program-Specific Legal Terms and Conditions 2018-19
 - (2) Guidelines, Definitions and Allowable Expenditures
- C Invoice Template for K12 SWP NFN Regional Consortium

TO BE COMPLETED BY DISTRICT ONLY					
The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.					
Initiating Department:	CTE	Preparer's Name & ID:	Delia Go	Phone:	X2900
Vendor Name:	Sacramento City Unified School District		Vendor ID:	3469704	
PO Description (Max. 25 characters):	K12 Strong Workforce Program Year 1 Allocation				
Budget Code:	12.436.500.1.601021.55100	PO Amount:	\$860,000.00		
Contract Monitor Name (Person Who Approves Invoices):	Delia Go			Phone:	X2900
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		Purchase Order Number:			

**GRANT AGREEMENT
K-12 STRONG WORKFORCE PROGRAM
EXHIBIT B**

PROGRAM SPECIFIC TERMS

Grantee shall comply with the terms and conditions, Attachment 1, (1) Program-Specific Legal Terms and Conditions and (2) Guidelines, Definitions and Allowable Expenditures, which is attached hereto and incorporated by this reference in this Agreement.

APPENDIX A: PROGRAM-SPECIFIC LEGAL TERMS AND CONDITIONS

K12 Strong Workforce Program Program-Specific Legal Terms and Conditions 2018-19

1. Cost and Payments

In consideration of satisfactory performance of the services described in the Grantee's application, the applicable Strong Workforce Program Career Technical Education Regional Consortia (hereinafter Regional Consortia) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement. Payment should be made as follows:

Beginning in 2018-19, an advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 30% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted pursuant to section 5 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Regional Consortia.

2. Work to be Performed

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortia.

3. Modification/Budget Changes

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Regional Consortia prior to the modification being made. The Regional Consortia may require that a Grant Amendment be processed, if the Regional Consortia determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortia so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortia.

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The process for requesting and approving grant amendments are determined by Regional Consortia. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortia. No extensions to the performance period will be granted.

4. Assurances, Certifications, Terms, and Conditions

Grantees must comply with the assurances, certifications, and terms and conditions associated with the grant as describe in the K12 SWP Request for Applications and K12 SWP legislation ([Education Code Title 3, Division 7, Part 54.5 \[88820-88833\]](#)) and as established by the Regional Consortia.

As a condition of receiving funds, the Grantee shall do the following:

- Comply with the Grant Agreement, and legal terms and conditions prescribed by the applicable Regional Consortia fiscal agent.
- Certify that funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Make expenditure data on career technical education programs available for purposes of determining if the grant recipients have met the matching funds requirements specified, and for monitoring the use of funds provided.
- Enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data.
- By November 1 immediately following the fiscal year for which data are being reported:
 - Provide student-level data necessary to evaluate K12 SWP to CDE;
 - Beginning in 2020-21, submit all end-of-year data files, as applicable and required by K12SWP leadership, into the Cal-PASS Plus system; and
 - Notify their K-14 Technical Assistance Provider that data has been reported.

5. Grant Reporting

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Regional Consortia.

Due Date	Deliverable
October 30, 2019	1st Quarter Year-to-Date Expenditure and Progress Report
January 31, 2020	2 nd Quarter Year-to-Date Expenditure and Progress Report
April 30, 2020	3rd Quarter Year-to-Date Expenditure and Progress Report
July 31, 2020	4th Quarter Year-to-Date Expenditure and Progress Report
October 30, 2020	5th Quarter Year-to-Date Expenditure and Progress Report
January 31, 2021	6th Quarter Year-to-Date Expenditure and Progress Report
April 30, 2021	7th Quarter Year-to-Date Expenditure and Progress Report
July 31, 2021	8th Quarter Year-to-Date Expenditure and Progress Report
October 30, 2021	9th Quarter Year-to-Date Expenditure and Progress Report
January 31, 2022	10th Quarter Year-to-Date Expenditure and Progress Report
February 28, 2022	Final Year-to-Date Expenditure and Performance Report

NOTE: If the above reporting dates fall on a weekend or a holiday, the report shall be due by close of business on the last working day prior to the reporting deadline.

APPENDIX B: GUIDELINES, DEFINITIONS AND ALLOWABLE EXPENDITURES

Guidelines, Definitions and Allowable Expenditures

Determining if a Cost is Allowable

All allowable costs, must meet three primary criteria: 1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; 2) The cost must be allocable to the funding source activities; and 3) The cost must not be a general expense required to carry out the fiscal agent's overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Strong Workforce Program Career Technical Education Regional Consortia has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

While the proposed cost is allowable under the funding source is it also *reasonable*?

Reasonable is defined by the dictionary as agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of *allocable*?

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition allocable also means that the cost must be related to the statement of work/budget that have been approved by the Strong Workforce Program Career Technical Education Regional Consortia.

What is *supplanting*?

Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Federal grant funds must supplement and not supplant state or local funds. Federal funds may not result in a decrease in state or local funding that would have been available to conduct the activity had Federal funds not been received. Federal funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without federal dollars. You must be able to demonstrate that Federal funds are added to the amount of state and local funds that would, in absence of Federal funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions etc. that would not otherwise be purchased with state, local or other non-Federal funds.

Allowability of General Costs

There are permissible activities within K12 Strong Workforce Program funds. In addition, there are criteria for what can be funded while doing those activities. The following table is a synopsis of rules to determining allowability of costs. The rules in their entirety can be found in (Title 2 Code of Federal Regulations (2 CFR Parts 215 and 220).

http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a21.pdf

The following table is an easy reference synopsis of allowability of general costs. As stated above in the permissive section, just because a cost is allowable via 2 CFR 215-220, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable and not supplanting, and any additional cost restrictions listed in the RFA would supersede allowable costs within this document.

Allowability of General Costs

Allowable	Allowable With Prior Approval	Unallowable
Advertising and Public Relations ¹		Advertising and Public Relations ¹
Advisory Councils (<i>if the RFA requires or allows Advisory Councils</i>)		
		Alcoholic Beverages
		Alumni Activities
Audit Costs (<i>required by Single Audit Act</i>)		
Audit Costs (<i>if not required by Single Audit Act can be included in indirect cost rate approved by the California Department of Education</i>)		
		Bad Debts
		Commencement and Convocation Costs
Communication Costs (<i>telephone, telegrams, postage, messenger</i>)		
Compensation for Personnel Services (<i>salary, wages, fringe benefits</i>)		
		Contingencies
Contributions or Donations Received (<i>cash, property, services</i>)		Contributions or Donations Rendered (<i>cash, property, services</i>)
		Entertainment Costs ²
Equipment ³		Equipment ³
Fines and Penalties ⁴		Fines and Penalties ⁴
		Fund Raising and Investment Costs
		Gifts of Public funds are never allowed (<i>memorabilia, honoraria, gifts, souvenirs, etc.</i>) ⁵

Allowable	Allowable With Prior Approval	Unallowable
		Goods and Services for Personal Use
		Improvements ⁶
Indirect or Administrative Expenditures (<i>rate approved by the California Department of Education</i>)		
		Lobbying ⁷
		Losses on Other Sponsored Agreements or Contracts
Materials & Supply Costs (only those actually used for performance of sponsored agreement)		
Meetings and Conferences ⁸		Meetings and Conferences ⁸
	Memberships ⁹	
Professional and Consultant Services		
Proposal Costs (<i>only using indirect rate approved by the California Department of Education</i>)		
Publication and Printing Costs (<i>must be a direct cost, indirect cost can only use the rate approved by the California Department of Education</i>)		
Maintenance & Repair Costs ¹⁰ (keeping in efficient operating condition)		Maintenance & Repair Costs ¹⁰ (construction, remodeling, increasing value)
		Student Expenses, Activities or Direct Services ¹¹
		Selling and Marketing ¹²
Travel ¹³	Out-of-State Travel ¹³	Out-of-Country Travel ¹³

¹ Advertising and Public Relations: The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like. The term public relations includes community relations and means those activities dedicated to maintaining the image of the institution or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

ALLOWABLE Advertising costs are those that are solely for: (1) The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored; (2) The procurement of goods and services for the performance of a sponsored agreement; (3) The disposal of scrap or surplus materials acquired in the performance of a sponsored agreement except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or (4) Other specific purposes necessary to meet the requirements of the sponsored agreement.

ALLOWABLE Public Relations costs are those that are solely for: (1) Costs specifically required by the sponsored agreement; (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or (3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

UNALLOWABLE: Advertising and public relations costs include the following: (1) All advertising and public relations cost unless specified as allowable above; (2) Costs of meetings, conventions, convocations, or other events related to other activities of the institution, including: (a) Costs of displays, demonstrations, and exhibits; (b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and (c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs; (4) Costs of advertising and public relations designed solely to promote the institution.

2 Entertainment Costs: Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

3 Equipment: Equipment means article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose, or \$5,000. Any equipment requested within the K12 SWP grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

General Purpose Equipment – General purpose equipment furnishings, modular offices, telephone, networks, information technology equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance. The Strong Workforce Program Career Technical Education Regional Consortium consider general purpose equipment and furnishings to be the responsibility of the local education agency and as such, it will not approve such expenditures.

4 Fines and Penalties: Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

5 Gifts of Public Funds: If it looks like a gift, it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

6 Improvements: Improvements for land, buildings, or equipment that materially increases their value or useful life are unallowable as a direct cost.

7 Lobbying: Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional

hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

8 Meetings and Conferences: Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Be aware not to cross over into entertainment costs.

NOTE: Food is only allowed at meetings that require a working breakfast, lunch or dinner and disseminate technical information to participants. The meeting must have an agenda that shows a working meal; must have a sign-in sheet for participants; and cannot go over the fiscal agent's per diem guidelines for food purchases. The Strong Workforce Program Career Technical Education Regional Consortia are not allowing the cost of food be charged for outreach and/or student events.

9 Memberships: OMB only allows institutional memberships (not individual memberships), the Chancellor's Office Budget and Accounting Manual allows individual memberships that are required within a job description. If the K12 SWP applicant requests any (individual, institutional, or regional) membership costs, the application must justify why the statement of work cannot be accomplished without paying for such membership(s). Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

10 Maintenance and Repairs: Activities such as construction and remodeling, which increase the value of an asset or appreciably extend its useful life, are not allowed unless authorized by the funding source. Maintenance of equipment that neither adds to the permanent value of the property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition is allowable.

11 Student Expenses, Activities or Direct Services: All forms of student aid are allowable only when the purpose of the sponsored agreement is to provide training to selected participants and the charge is approved by the sponsoring agency. Cost incurred for intramural activities, student publications, student clubs, and other student activities are unallowable.

12 Selling and marketing: Cost of selling and marketing any products or services of the institution are unallowable unless the agreement requires this activity or if it is an allowable under public relations costs (see #1 above).

13 Travel: Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

OUT-OF-STATE TRAVEL: Out-of-State travel will be closely scrutinized and must be disclosed in the Budget summary. After the application is fully executed, any further Out-of- State travel requires prior approval of the Strong Workforce Program Career Technical Education Regional Consortia by submitting the necessary (as determined by the Strong Workforce Program Career Technical Education Regional Consortia) documentation for approval. The Strong Workforce Program Career Technical Education Regional Consortium reserve the right to limit Out-of-State travel.

OUT-OF-COUNTRY TRAVEL: Out-of-Country travel will not be an allowed via this funding source.

**GRANT AGREEMENT
K-12 STRONG WORKFORCE PROGRAM
EXHIBIT A**

SCOPE OF WORK

Grantee shall furnish all the necessary services, qualified personnel, material, equipment, and facilities as needed to perform all tasks specifically set forth in the application documents submitted by the Grantee, Attachment 1, Grantee's K12 Strong Workforce Program Application submitted and certified via the NOVA reporting system, which is attached hereto and incorporated by reference in this Agreement.

**GRANT AGREEMENT
K-12 STRONG WORKFORCE PROGRAM
EXHIBIT C**

INVOICE TEMPLATE

An advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

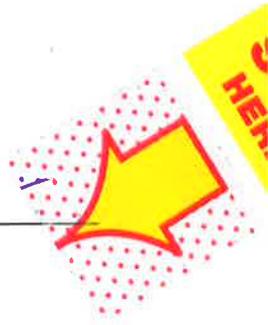
Grantee may request progress payment(s) up to 30% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted in NOVA. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Regional Consortia.

Project Name:	K12 SWP Allocation Agreement- Sacramento City
Description	Budget
1000	\$ 257,000.00
2000	\$ 98,000.00
3000	\$ 34,000.00
4000	\$ 6,000.00
5000	\$ 270,000.00
6000	\$ 0.00
Total	\$ 665,000.00

Progress Payment for: **70%** **30%**

Authorized Official Name: Jorge Aguilar, Superintendent

Authorized Official Signature: _____ Date: _____



AGREEMENT FOR SERVICES

Between

John Still K-8 School

And

Rose Family Creative Empowerment Center

John Still After School Program

The John Still K-8 School and Rose Family Creative Empowerment Center collectively hereinafter referred to as “the parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 29th, 2019. This agreement shall be effective August 29, 2019 through June 30, 2020, unless termination is agreed to by both parties.

Scope of Services: Facilitation of the John Still After School Program by Rose Family Creative Empowerment Center at John Still K-8 School. Facilitators will perform primary duties as outlined in the attached “Provider Expectations” in Attachment A.

Goals and Objectives: Rose Family Creative Empowerment Center will work closely with the school principal and staff to provide additional 80 slots for at-risk students in the John Still After School program. Please see specific duties outlined in Scope of Services in Attachment B.

The purpose of this MOU is to establish formal working relationship between Rose Family Creative Empowerment Center and John Still K-8 School. The MOU will set forth the operative conditions which will govern this partnership. It will define the services provided at John Still K-8 School and the John Still After School Program provided by Rose Family Creative Empowerment Center.

Program Description

To provide an additional 80 slots in the After School Program at John Still K-8 School as provided in Attachment C.

Type Of Program

John Still After School Program.

EXPECTED OUTCOMES

1. To provide an additional 80 slots for at-risk students in the After School Program at John Still as proscribed in conjunction with school administration.
2. To provide quality after school programs for students who attend John Still K-8 School.
3. To improve academic performance for students who attend John Still K-8 School.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. **Independent Contractor.** While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, ROSE FAMILY

Rose Family Creative Empowerment Center and John Still K-8 School
John Still After School Program
Memorandum of Understanding
Page 2

CREATIVE EMPOWERMENT CENTER, and each of ROSE FAMILY CREATIVE EMPOWERMENT CENTER employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the John Still K-8 School.

B. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall provide the John Still K-8 School with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. ROSE FAMILY CREATIVE EMPOWERMENT CENTER will also provide a written endorsement to such policy naming John Still K-8 School 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 John Still shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, John Still may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the ROSE FAMILY CREATIVE EMPOWERMENT CENTER to the John Still.

C. Fingerprinting Requirements. ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees that any employee it provides to John Still K-8 School shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. If an employee is disqualified from working for John Still pursuant to the requirements of the California Education Code, ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

D. Period of Agreement. The term of this Agreement shall be from August 29, 2019, through June 30, 2020. John Still K-8 School may terminate this Contract with or without cause upon written notice of intention to terminate. A termination without cause will be effective upon 30 days' written notice. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing John Still K-8 School to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, John Still K-8 School may secure the required services from another contractor. If the cost to John Still K-8 School 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 John Still K-8 School. Written notice by John Still K-8 School shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

Rose Family Creative Empowerment Center and John Still K-8 School
John Still After School Program
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Page 3

E. Compensation. John Still agrees to compensate ROSE FAMILY CREATIVE EMPOWERMENT CENTER \$72,000 as outlined on the attached budget for the provision of the supplemental academic programming during out of school time as provided in the Scope of Work. Periodic invoices will be submitted to John Still K-8 School for services satisfactorily rendered.

F. Indemnity. ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees to indemnify and hold harmless the John Still and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by ROSE FAMILY CREATIVE EMPOWERMENT CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. ROSE FAMILY CREATIVE EMPOWERMENT CENTER has no obligation under this Agreement to indemnify and hold harmless the John Still 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 John Still 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.

G. 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.

H. 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 John Still K-8 School.

I. Assignment. This Agreement is made by and between ROSE FAMILY CREATIVE EMPOWERMENT CENTER and John Still K-8 School and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between ROSE FAMILY CREATIVE EMPOWERMENT CENTER and John Still K-8 School with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature

Rose Family Creative Empowerment Center and John Still K-8 School
John Still After School Program
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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.

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

L. 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.

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

Attachments:

- A. Provider Expectations
- B. Scope of Work
- C. Program Schedule

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

By: Jackie Rose Date: 10/28/19

Rose Family Creative Empowerment Center

Provider Expectations

Attachment A

Expectations for John Still After School Program

The following guidelines are set forth to establish clear communication between John Still K-8 staff and Rose Family Creative Empowerment Center regarding school expectations.

1. Program instructors and staff will be knowledgeable of and adhere to the regulations established, including, but not limited to,
 - Requirements for Safety
 - Medical Protocol
 - Attendance Requirements
 - John Still Disciplinary Protocol
 - Field Trip Requirements etc.

2. Program instructors and staff will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes
 - Adequate supervision
 - 20 to 1 students/staff ratio
 - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - Clear program rules and expectations

3. Be a part of the school culture. Participate in school events such as Back to School Night, Open House etc.

Rose Family Creative Empowerment Center and John Still K-8 School
John Still After School Program
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Page 6

Scope of Services
Attachment B

JOHN STILL K-8 School shall:

- a. Provide physical space for the classes.
- b. Help coordinate custodial and storage needs of the Program.
- c. Provide evaluation and/or survey of projects as required.
- d. Recognize ROSE FAMILY CREATIVE EMPOWERMENT CENTER in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
- e. Meet monthly with the Director of the After School Programs and the Executive Director of ROSE FAMILY CREATIVE EMPOWERMENT CENTER to identify program needs, successes, and assistance needed.
- f. Designate a school staff contact person to work directly with the Director of the After School Programs for program planning and to address any implementation issues.
- g. Help recruit students into the Program and provide the Program access to parents of participating students.
- h. Help provide parents/student surveys for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
- i. Provide supper and snack through the SCUSD Nutrition Services Department.
- j. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.

ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall:

- 1. Shall Provide oversight of program by Executive Director of the Rose Family Creative Empowerment Center
- 2. Provide staff for after school program in conjunction with the desires of the administration of John Still K-8 School.
- 3. Work closely with John Still K-8 School to keep student enrollment and attendance as close to and within the agreed upon parameter as outlined in this

Rose Family Creative Empowerment Center and John Still K-8 School
John Still After School Program
Memorandum of Understanding
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agreement. Attendance will be monitored by ROSE FAMILY CREATIVE EMPOWERMENT CENTER and adjustments made to ensure that the program maximizes all funding opportunities.

4. Work collaboratively with John Still K-8 School to create a comprehensive program plan for the John Still After School Program. The plan will be shared out with stakeholders.
5. Provide an End of Year report on status of all outcomes and objectives.
6. Comply with requirements of SCUSD Nutrition Services related to administration and operation of supper and snack and other John Still-sponsored nutrition programs.
7. Develop special activities or field trips for the After School Program. ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall obtain prior parental permission for students' participation in John Still After School Program sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
8. Communicate progress of project/partnership development on a timely and consistent manner to the John Still K-8 School administration.
9. Meet with the Director of After School Programs and John Still K-8 School contact person to identify program needs, successes, and areas for assistance as needed.
10. Act as liaison with parents in supporting the John Still After School Program.
11. Other areas as agreed upon by both parties.

Program Schedule
Attachment C

John Still After School Program

Monday - Friday – 2:30 p.m. – 6 p.m.

2:30 – 4 p.m.	Power Hour
4 p.m. – 5 p.m.	Academic Enrichment
5 p.m. – 6 p.m.	Organized Recreation

Other classes may be added as instructors and student interests are assessed.

**Rose Family Creative Empowerment Center and John Still K-8 School
 John Still After School Program
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 Page 9**

**Budget
 Attachment D**

John Still K-8 School Expanded Learning Program		
Budget		
LINE ITEM	DESCRIPTION	John Still
		<i>80 students</i>
		<i>4 Classrooms</i>
Instructional Aides	4 Instructional Aides	\$42,120
	\$13/hr for 810 hrs program	
Benefits and Payroll taxes	20%	\$8,424
STAFFING TOTAL		\$50,544
PROGRAM EXPENSES		
Program Materials, supplies, supports and services		\$12,000
INDIRECT COSTS		\$9,456
SITE TOTAL		-----
		72,000

AGREEMENT FOR SERVICES

Between

John Still K-8 School

And

Rose Family Creative Empowerment Center

South Sacramento Youth Arts Collective

The John Still K-8 School and Rose Family Creative Empowerment Center collectively hereinafter referred to as “the parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 29th, 2019. This agreement shall be effective August 29, 2019 through June 30, 2020, unless termination is agreed to by both parties.

Scope of Services: Facilitation of Visual and Performing Arts Program by Rose Family Creative Empowerment Center at John Still K-8 School. Facilitators will perform primary duties as outlined in the attached “Provider Expectations” in Attachment A.

Goals and Objectives: Rose Family Creative Empowerment Center will work closely with the school principal and staff to develop a strong visual and performing arts component to the out of school time curriculum. This may include lessons in various arts disciplines and social etiquette. Please see specific duties outlined in Scope of Services in Attachment B.

The purpose of this MOU is to establish formal working relationship between Rose Family Creative Empowerment Center and John Still K-8 School. The MOU will set forth the operative conditions which will govern this partnership. It will define the services provided at John Still K-8 School and the South Sacramento Youth Arts Collective.

Program Description

To provide weekly quality visual and performing arts classes to students in the Meadowview Corridor at the John Still K-8 School as provided in Attachment C.

Type Of Program

Visual and Performing Arts Program. See Attachment D.

EXPECTED OUTCOMES

1. To increase arts appreciation and social bonds in the Meadowview Corridor in the area of specific arts programs in music, theater, dance, and visual arts.
2. Promote and produce art programs.
3. Increase awareness of arts programs and activities.
4. Increase access to a diverse audience.
5. For art programs to receive external recognition.
6. Increase school attendance and decrease disciplinary issues at the school sites as students learn self-control, discipline and gain increased self-esteem by participating in the visual and performing arts program.

**Rose Family Creative Empowerment Center and John Still K-8 School
South Sacramento Youth Arts Collective
Memorandum of Understanding
Page 2**

7. Provide a professional quality year end performance for the schools and community in the Meadowview Corridor at a date mutually agreed upon.
8. To provide intervention programs in conjunction with school administration.
9. To provide after school tutoring programs as proscribed in conjunction with school administration.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, ROSE FAMILY CREATIVE EMPOWERMENT CENTER, and each of ROSE FAMILY CREATIVE EMPOWERMENT CENTER employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the John Still K-8 School.

- B. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall provide the John Still K-8 School with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. ROSE FAMILY CREATIVE EMPOWERMENT CENTER will also provide a written endorsement to such policy naming John Still K-8 School 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 John Still shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, John Still may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the ROSE FAMILY CREATIVE EMPOWERMENT CENTER to the John Still.

- C. Fingerprinting Requirements. ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees that any employee it provides to John Still K-8 School shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. If an employee is disqualified from working for John Still pursuant to the requirements of the California Education Code, ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

- D. Period of Agreement. The term of this Agreement shall be from August 29, 2019, through June 30, 2020. John Still K-8 School may terminate this Contract with or without cause upon written notice of intention to terminate. A termination without cause will be effective upon 30 days' written notice. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing John Still K-8 School to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Rose Family Creative Empowerment Center and John Still K-8 School
South Sacramento Youth Arts Collective
Memorandum of Understanding
Page 3

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, John Still K-8 School may secure the required services from another contractor. If the cost to John Still K-8 School 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 John Still K-8 School. Written notice by John Still K-8 School shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

E. Compensation. John Still agrees to compensate ROSE FAMILY CREATIVE EMPOWERMENT CENTER \$25,000 for the provision of the weekly programming on Saturdays as provided in the Scope of Work. Periodic invoices will be submitted to John Still K-8 School for services satisfactorily rendered.

F. Indemnity. ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees to indemnify and hold harmless the John Still and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by ROSE FAMILY CREATIVE EMPOWERMENT CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. ROSE FAMILY CREATIVE EMPOWERMENT CENTER has no obligation under this Agreement to indemnify and hold harmless the John Still 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 John Still 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.

G. 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.

H. 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 John Still K-8 School.

**Rose Family Creative Empowerment Center and John Still K-8 School
South Sacramento Youth Arts Collective
Memorandum of Understanding
Page 4**

I. Assignment. This Agreement is made by and between ROSE FAMILY CREATIVE EMPOWERMENT CENTER and John Still K-8 School and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between ROSE FAMILY CREATIVE EMPOWERMENT CENTER and John Still K-8 School 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.

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

L. 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.

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

Attachments:

- A. Provider Expectations
- B. Scope of Work
- C. Program Schedule
- D. Course Descriptions

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

By: Jackie Rose Date: 10/28/19

Rose Family Creative Empowerment Center

Provider Expectations

Attachment A

Expectations for South Sacramento Youth Arts Collective

The following guidelines are set forth to establish clear communication between John Still K-8 staff and Rose Family Creative Empowerment Center regarding school expectations.

1. Program instructors and staff will be knowledgeable of and adhere to the regulations established, including, but not limited to,
 - Requirements for Safety
 - Medical Protocol
 - Attendance Requirements
 - John Still Disciplinary Protocol
 - Field Trip Requirements etc.

2. Program instructors and staff will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes
 - Adequate supervision
 - 20 to 1 students/staff ratio
 - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - Clear program rules and expectations

3. Be a part of the school culture. Participate in school events such as Back to School Night, Open House etc.

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**Scope of Services
Attachment B**

JOHN STILL K-8 School shall:

- a. Provide physical space for the classes. Space will include:
 - classrooms in the I and M wings (I-25, I-26, M28, M29)
 - dance room, and
 - other classes as specified and agreed to by Rose Family Creative Empowerment Center and John Still K-8.
- b. Help coordinate custodial and storage needs of the Program.
- c. Provide evaluation and/or survey of projects as required.
- d. Recognize ROSE FAMILY CREATIVE EMPOWERMENT CENTER in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
- e. Meet monthly with the Director of the Visual and Performing Arts Program and the Executive Director of ROSE FAMILY CREATIVE EMPOWERMENT CENTER to identify program needs, successes, and assistance needed.
- f. Designate a school staff contact person to work directly with the Director of the Visual and Performing Arts Program for program planning and to address any implementation issues.
- g. Help recruit students into the Program and provide the Program access to parents of participating students.
- h. Help provide parents/student surveys for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
- i. Provide breakfast and snack through the SCUSD Nutrition Services Department.
- j. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.

ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall:

1. Shall Provide oversight of program by Executive Director of the Rose Family Creative Empowerment Center

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2. Provide instructors for Artist in Residency Program in conjunction with the desires of the administration of John Still K-8 School.
3. Provide staff for Intervention Program in conjunction with the desires of the administration of John Still K-8 School.
4. Provide staff for tutoring program in conjunction with the desires of the administration of John Still K-8 School.
5. Provide management of program by Director of Visual and Performing Arts Academy.
6. Provide outreach to surrounding schools and community regarding the Visual And Performing Arts Academy.
7. Work closely with school sites and John Still K-8 School to keep student enrollment and attendance as close to and within the agreed upon parameter as outlined in this agreement. Attendance will be monitored by ROSE FAMILY CREATIVE EMPOWERMENT CENTER and adjustments made to ensure that the program maximizes all funding opportunities.
8. Work collaboratively with John Still K-8 School to create a comprehensive program plan for the visual and performing arts program. The plan will be shared out with stakeholders.
9. Provide an End of Year report on status of all outcomes and objectives.
10. Comply with requirements of SCUSD Nutrition Services related to administration and operation of breakfast and snack and other John Still-sponsored nutrition programs.
11. Develop special activities or field trips for the Visual and Performing Arts Academy. ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall obtain prior parental permission for students' participation in Visual and Performing Arts Academy sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
12. Communicate progress of project/partnership development on a timely and consistent manner to the John Still K-8 School administration.
13. Communicate new partnership opportunities with the John Still K-8 School administration.

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14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the John Still K-8 School administration.
15. Meet with the Director of the Visual and Performing Arts Program and John Still K-8 School contact person to identify program needs, successes, and areas for assistance as needed.
16. Act as liaison with parents in supporting the visual and performing arts program.
17. Other areas as agreed upon by both parties.

**Program Schedule
Attachment C**

Visual and Performing Arts Program

Saturday – 8 a.m. – 12 noon

8:00 a.m. – 8:45 a.m.	Breakfast (all students)
8:45 a.m. – 9:00 a.m.	Harambee! (Let's pull together)
9:00 a.m. – 12 noon	Piano Hip Hop Dance Drum Line Step Cultural Dance Videography/Photography Learning Lab
12:00 noon – 12:30 p.m.	Lunch

Other classes may be added as instructors and student interests are assessed.

Course Descriptions
Attachment D

Hip Hop



Hip hop is a high-energy class that infuses the latest styles of street dancing, breaking, popping, and locking. Classes will encourage students to step outside of the box by bringing their own individual style and personality to the movements. Hip hop dance requires students to have the strength and stamina to successfully perform moves. Therefore class includes upper and lower body conditioning as well as a rigorous warm-up to help prepare students for more intense movements.

Piano



Piano class is designed to teach the concepts and fundamentals needed to perform on the piano. It will increase musical understanding beyond just reading notes by teaching students a vocabulary of chords and keys, accompaniment patterns, and improvisational techniques. Students will play melodies in several positions and have the opportunity to participate in ensemble playing. Students will develop good practice habits, and learn techniques to increase the muscular agility and flexibility of their hands. We will delve into music at its source, find out how music is constructed, and discover the composers and history behind the music.

Step



Stepping" or "step-dancing" is a form of percussive dance in which the participant's entire body is used as an instrument to produce complex rhythms and sounds through a mixture of footsteps, spoken word, and hand claps. Though stepping may be performed by an individual, it is generally performed by groups of three or more, often in arrangements that resemble military formations. Stepping also draws from elements of gymnastics, tap dance, marching, and African and Caribbean dance, and can include semi-dangerous stunts as a part of individual routines. Some forms of stepping use props, such as blindfolds, canes, rhythm sticks, or fire.

Drumline



Students in the Drumline will study, practice, and perform a wide variety of percussion literature with emphasis on the continual development of technical facility, precision movement, and musical notation reading skills. This course is a survey of marching percussion and will primarily focus on rudimental drumming. Areas that will be addressed include technique, listening, rehearsal etiquette. Students will analyze and put into practice performance techniques of marching percussion instruments. Successful students will improve rhythmic understanding, musical expression, and performance artistry, as well as pedagogical concepts and techniques.

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**Course Descriptions – Continued
Attachment D**

African Dance



With live drumming, this class will teach you the fundamentals of traditional West African dance with emphasis on an understanding of the accompanying drum rhythms. Classes start with a thorough warm up, followed by a sequence of movement across the floor.

Hmong Dance



The course will focus on the various dance styles that the Hmong community have created, embraced and enhanced over time.

Videography/Photography/Digital Media



Our photography/videography course will help you understand the basics of light and how your eye fixes lighting. How to get your camera to catch what your eye sees to produce better pictures.

Learning Lab



Students spend one hour in our Learning Lab. Students spend an hour doing on-line academics which are aligned with the work they are doing during the regular school day.

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**Budget
 Attachment E**

South Sacramento Youth Arts Collective		
Budget		
LINE ITEM	DESCRIPTION	AMOUNT
Director of Visual and Performing Arts	\$25/hr at 80 hours	\$2,000
Arts Instructors	6 Arts Instructors	\$8,640
	\$20/hr at 72 hours	
Custodial Support	1 custodian per week at district pay rate at 6 hours per week	\$6,000
Benefits and Payroll taxes	20%	\$3,328
STAFFING TOTAL		\$19,968
INDIRECT COSTS		\$5,032
SITE TOTAL		----- 25,000

AGREEMENT FOR SERVICES

Between

John Still K-8 School

And

Rose Family Creative Empowerment Center

John Still After School Academy

The John Still K-8 School and Rose Family Creative Empowerment Center collectively hereinafter referred to as “the parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 29th, 2019. This agreement shall be effective August 29, 2019 through June 30, 2020, unless termination is agreed to by both parties.

Scope of Services: Facilitation of the John Still After School Academy by Rose Family Creative Empowerment Center at John Still K-8 School. Facilitators will perform primary duties as outlined in the attached “Provider Expectations” in Attachment A.

Goals and Objectives: Rose Family Creative Empowerment Center will work closely with the school principal and staff to develop a strong visual and performing arts component to the out of school time curriculum. This may include lessons in various arts disciplines and social etiquette. Please see specific duties outlined in Scope of Services in Attachment B.

The purpose of this MOU is to establish formal working relationship between Rose Family Creative Empowerment Center and John Still K-8 School. The MOU will set forth the operative conditions which will govern this partnership. It will define the services provided at John Still K-8 School and the John Still After School Academy.

Program Description

To provide weekly academic supports to students identified by school site administration at the John Still K-8 School as provided in Attachment C.

Type Of Program

John Still After School Academy. See Attachment D.

EXPECTED OUTCOMES

1. To provide after school tutoring programs as proscribed in conjunction with school administration.
2. To provide quality academic enrichment programs for students who attend John Still K-8 School.
3. To provide quality after school tutoring programs for students who attend John Still K-8 School.
4. To improve academic performance for students who attend John Still K-8 School.

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NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, ROSE FAMILY CREATIVE EMPOWERMENT CENTER, and each of ROSE FAMILY CREATIVE EMPOWERMENT CENTER employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the John Still K-8 School.
- B. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall provide the John Still K-8 School with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. ROSE FAMILY CREATIVE EMPOWERMENT CENTER will also provide a written endorsement to such policy naming John Still K-8 School 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 John Still shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, John Still may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the ROSE FAMILY CREATIVE EMPOWERMENT CENTER to the John Still.
- C. Fingerprinting Requirements. ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees that any employee it provides to John Still K-8 School shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. If an employee is disqualified from working for John Still pursuant to the requirements of the California Education Code, ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- D. Period of Agreement. The term of this Agreement shall be from August 29, 2019, through June 30, 2020. John Still K-8 School may terminate this Contract with or without cause upon written notice of intention to terminate. A termination without cause will be effective upon 30 days' written notice. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing John Still K-8 School to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, John Still K-8 School may secure the required services from another contractor. If the cost to John Still K-8 School 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

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other rights or remedies available to the John Still K-8 School. Written notice by John Still K-8 School shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

E. Compensation. John Still agrees to compensate ROSE FAMILY CREATIVE EMPOWERMENT CENTER \$70,000 for the provision of academic supports as provided in the Scope of Work. Periodic invoices will be submitted to John Still K-8 School for services satisfactorily rendered.

F. Indemnity. ROSE FAMILY CREATIVE EMPOWERMENT CENTER agrees to indemnify and hold harmless the John Still and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by ROSE FAMILY CREATIVE EMPOWERMENT CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. ROSE FAMILY CREATIVE EMPOWERMENT CENTER has no obligation under this Agreement to indemnify and hold harmless the John Still 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 John Still 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.

G. 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.

H. 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 John Still K-8 School.

I. Assignment. This Agreement is made by and between ROSE FAMILY CREATIVE EMPOWERMENT CENTER and John Still K-8 School and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

**Rose Family Creative Empowerment Center and John Still K-8 School
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J. Entire Agreement. This Agreement constitutes the entire agreement between ROSE FAMILY CREATIVE EMPOWERMENT CENTER and John Still K-8 School 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.

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

L. 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.

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

Attachments:

- A. Provider Expectations
- B. Scope of Work
- C. Program Schedule
- D. Budget

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

By: Jackie Rose Date: 10/28/19

Rose Family Creative Empowerment Center

Provider Expectations

Attachment A

Expectations for John Still After School Academy

The following guidelines are set forth to establish clear communication between John Still K-8 staff and Rose Family Creative Empowerment Center regarding school expectations.

1. Program instructors and staff will be knowledgeable of and adhere to the regulations established, including, but not limited to,
 - Requirements for Safety
 - Medical Protocol
 - Attendance Requirements
 - John Still Disciplinary Protocol
 - Field Trip Requirements etc.

2. Program instructors and staff will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes
 - Adequate supervision
 - 20 to 1 students/staff ratio
 - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - Clear program rules and expectations

3. Be a part of the school culture. Participate in school events such as Back to School Night, Open House etc.

**Rose Family Creative Empowerment Center and John Still K-8 School
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**Scope of Services
Attachment B**

JOHN STILL K-8 School shall:

- a. Provide physical space for the classes. Space will include:
 - Classrooms on the elementary and middle school campuses
 - other classes as specified and agreed to by Focus on Family and John Still K-8.
- b. Help coordinate custodial and storage needs of the Program.
- c. Provide evaluation and/or survey of projects as required.
- d. Recognize ROSE FAMILY CREATIVE EMPOWERMENT CENTER in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
- e. Meet monthly with the Director of the After School Programs and the Executive Director of ROSE FAMILY CREATIVE EMPOWERMENT CENTER to identify program needs, successes, and assistance needed.
- f. Designate a school staff contact person to work directly with the Director of the After School Programs for program planning and to address any implementation issues.
- g. Help recruit students into the Program and provide the Program access to parents of participating students.
- h. Help provide parents/student surveys for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
- i. Provide supper and snack through the SCUSD Nutrition Services Department.
- j. Provide an end of year Partnership Report addressing strengths and areas for improvement for further partnership.

ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall:

1. Shall Provide oversight of program by Executive Director of the Rose Family Creative Empowerment Center
2. Provide staff for Intervention Program in conjunction with the desires of the administration of John Still K-8 School.

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3. Provide staff for tutoring program in conjunction with the desires of the administration of John Still K-8 School.
4. Work closely with school sites and John Still K-8 School to keep student enrollment and attendance as close to and within the agreed upon parameter as outlined in this agreement. Attendance will be monitored by ROSE FAMILY CREATIVE EMPOWERMENT CENTER and adjustments made to ensure that the program maximizes all funding opportunities.
5. Work collaboratively with John Still K-8 School to create a comprehensive program plan for the John Still After School Academy. The plan will be shared out with stakeholders.
6. Provide an End of Year report on status of all outcomes and objectives.
7. Comply with requirements of SCUSD Nutrition Services related to administration and operation of breakfast and snack and other John Still-sponsored nutrition programs.
8. Develop special activities or field trips for the After School Academy. ROSE FAMILY CREATIVE EMPOWERMENT CENTER shall obtain prior parental permission for students' participation in Visual and Performing Arts Academy sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Communicate progress of project/partnership development on a timely and consistent manner to the John Still K-8 School administration.
10. Communicate new partnership opportunities with the John Still K-8 School administration.
11. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the John Still K-8 School administration.
12. Meet with the Director of After School Programs and John Still K-8 School contact person to identify program needs, successes, and areas for assistance as needed.
13. Act as liaison with parents in supporting the John Still After School Academy.
14. Other areas as agreed upon by both parties.

Program Schedule
Attachment C

JOHN STILL AFTER SCHOOL ACADEMY
CENTERS OF GREATNESS

- **Monday**
 - **Power Hour**
 - **Elementary** 2:30 pm – 3:30 pm
 - **Middle** 2:30 pm – 3:30 pm
- **Tuesday**
 - **Power Hour**
 - **Elementary** 2:30 pm – 3:30 pm
 - **Middle** 2:30 pm – 3:30 pm
- **Wednesday**
 - **Power Hour**
 - **Elementary** 2:30 pm – 3:30 pm
 - **Middle** 2:30 pm – 3:30 pm

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Budget
Attachment D

JOHN STILL K-8 SCHOOL		
AFTER SCHOOL ACADEMY		
Budget		
LINE ITEM	DESCRIPTION	John Still K-8 School
TEACHERS	7 Teachers	\$56,700
	\$60/hr for 45 hrs per week 21 Weeks	
UC TUTORS	\$25/hour for 6 hours per week 20 weeks	\$3,000
Benefits and Payroll taxes		\$10,300
STAFFING TOTAL		\$70,000