



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: September 21, 2017

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

LCAP Goals: College, Career and Life Ready Graduates; Safe, Emotionally Health, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:

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

Estimated Time of Presentation: N/A

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

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
A16-00061.3 Sacramento County Office of Education (SCOE)	7/1/16 – 12/31/17: The Adult Education Block Grant (AEBG) additional funding to Fund B allocation. The Fund B allocation must be expended no later than December 31, 2017. SCOE will act as fiscal agent in the distribution and monitoring of these funds pursuant to the Capital Adult Education Regional Consortium Governance and Fiscal Allocation Plans, AB 104, and Education Code 84913.	\$138,567 Additional Funding Original Allocation= \$1,267,184

SUPERINTENDENT'S OFFICE

A18-00029 College Futures Foundation	9/1/17 – 8/31/19: The Data System Process & Protocols grant will serve 12,984 students at all SCUSD high schools. Funding will be used to support the development of a data system, processes and protocols that will increase students' college preparation and successful enrollment in postsecondary education. Expected outcomes include: <ul style="list-style-type: none"> • Equity and Access (E&A) Database at SCUSD installed and populated • Intervention plans developed and implemented from analysis of E&A reports • Data sharing agreements established among SCUSD, Los Rios Community College District and Sacramento State University • SCUSD, Los Rios, and selected 4-year public institutions have established goals for gains in student achievement along key college readiness metrics • SCUSD, Los Rios, and selected 4-year public institutions collect, use and verify: a. GPA; b. Matriculation and placement data; c. Transfer data from 2-year to 4-year institutions 	\$300,000 No Match
--	--	-----------------------

YOUTH DEVELOPMENT

A18-00032 California Department of Education	7/1/2017 – 6/30/2018: Two 21st Century Learning Centers K- 8 Core Grants; Two After School Safety and Enrichment for Teens (ASSETs) Grants. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment and before school programs at two sites. This program compliments the After School Education and Safety (ASES) Core programs at the following elementary and K-8 sites (number of slots): Cesar Chavez (30 After School), Ethel Phillips (27 After School), Golden Empire (35 After School), Isador Cohen (17 After School and 40 Before School), and Leataata	<u>Elementary:</u> \$342,194 \$166,500 Total= \$508,694 No Match <u>Teens:</u> \$359,296 \$250,000 Total= \$609,296 No Match
--	---	---

Floyd (83 After School, 20 Before School) Elementary Schools and Martin Luther King, Jr. K-8 (83).

Ethel Phillips, Golden Empire, Isador Cohen, Leataata Floyd and Martin Luther King, Jr. K-8 also receive \$99,241.50 in supplemental funding to run summer programs.

ASSETs: Arthur A. Benjamin Health Professions (61), Luther Burbank (250) and Rosemont (250) High Schools.

A18-00033 California Department of Education	7/1/2017 – 6/30/2018: One 21st Century Community Learning Centers – Family Literacy Grant and two ASSETs - Family Literacy Grants provide for family literacy programs at Cesar Chavez, Ethel Phillips, Isador Cohen, Golden Empire, Martin Luther King, Jr. K-8, Health Professions High, Luther Burbank High and Rosemont High.	\$100,000
		\$40,000
		\$20,000
		Total= \$160,000 No Match
A18-00034 California Department of Education	7/1/2017 – 6/30/2018: Two 21st Century High School After School Safety and Enrichment for Teens (ASSETs) grants provide funds for supplementing the core grant funds at Health Professions, Luther Burbank and Rosemont High School. Funds are to be used to provide exposure, equitable access and participation in 21st Century after school programs.	\$50,000
		\$25,000
		Total= \$75,000 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>YOUTH DEVELOPMENT</u>		
SA18-00185 Sacramento Chinese Community Services Center	9/1/17 – 6/30/18: Develop, maintain and sustain programs that offer expanded learning programming at A.M. Winn, Abraham Lincoln, Bowling Green, Bowling Green Chacon, Camellia, Caroline Wenzel, David Lubin, Earl Warren, Ethel Phillips, Golden Empire, Hubert Bancroft, John Bidwell, John Cabrillo, Nicholas, O.W. Erlewine, Pacific, Peter Burnett, Pony Express, St. Hope PS7, Tahoe, William Land and Woodbine Elementary Schools; William Land Kinder Program; Oak Park Prep Academy; Martin Luther King, Jr. K-8 School; Albert Einstein, California, Fern Bacon, Kit Carson and Will C. Wood Middle Schools; and American Legion, Arthur A. Benjamin Health Professions, Hiram Johnson, John F. Kennedy, and Rosemont High Schools.	\$4,587,223.92 21 st Century Community Learning Center; After School Education & Safety; General & Title I Funds

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Clark & Sullivan Construction	Re-Roof of Crocker Classroom Wing at California Middle School	September 1, 2017

#16-00061.3

**Addendum # 3 to Memorandum of Understanding #16-B-SC
Between Sacramento County Office of Education
and Sacramento City Unified School District
for the AEBG 2016-17, Fund B Consortium Allocation**

I. Background and Purpose

The Sacramento County Office of Education (SCOE), Capital Adult Education Regional Consortium (CAERC) fiscal agent, and Sacramento City Unified School District (SCUSD), entered into a memorandum of understanding (MOU) for the Adult Education Block Grant (AEBG) 2016-17 state funding allocation. Known to CAERC members as the Fund B allocation, the term for that MOU agreement goes from July 1, 2016 through June 30, 2019. However, based upon CAERC member approved policies – Shared Fiscal and Budget Agreement Policy (adopted July 13, 2016 and amended May 10, 2017) and Reallocation of Unspent Funds Policy (adopted November 4, 2016 and amended May 10, 2017) – the Fund B allocation must be expended no later than December 31, 2017. This Shared Fiscal and Budget Agreement Policy and Reallocation of Unspent Funds Policy are attached to this Addendum # 3 and incorporated herein.

2016-17 Fund B CAERC reallocations will be in two parts: 1) consortium-level reallocation, and 2) members' reallocation. The consortium-level reallocation, in the amount of \$545,389, is from unspent centralized operations. Distribution of those funds is based on CAERC's approved allocation funding formula and is proportionate to the percentage received with the number of members that elect to opt in. This Addendum # 3 does not impact any Fund B member reallocation funds, which will be addressed after the December 31, 2017 expenditure deadline to the extent necessary.

At the August 9, 2017 CAERC member meeting, officially designated members approved the reallocation of Fund B consortium-level unspent funds. Accordingly, SCOE and SCUSD agree to the following provisions regarding the additional Fund B allocation.

II. SCOE Responsibilities

As the CAERC fiscal agent and program manager, SCOE will undertake the responsibilities set forth in the MOU in Sections III and IV for the additional Fund B allocation.

III. CAERC Member Responsibilities

In exchange for a minimum of \$138,566.62 in an additional Fund B allocation, SCUSD will comply with the obligations set forth in the MOU sections III and V. All required reports must be submitted prior to the AEBG due dates.

IV. Term

The terms of this Addendum # 3 shall be effective upon signature from both parties through June 30, 2018, at which time any reallocated funds must be expended. The Term of this Addendum # 3 governs only the consortium-level reallocation of Fund B funds and does not impact the Term of the MOU or any other Addendum thereto.

V. MOU Otherwise Unchanged

Except as set forth herein, all other terms of the MOU and Addenda 1-2 remain unchanged and apply to the parties' receipt, use, and accountability for the additional Fund B allocation. This Addendum # 3 does not change the parties' responsibilities for the funding previously received for the CAERC, as set forth in the MOU and Addenda 1-2.

Diana Batista
Director, Adult Education
Sacramento County Office of Education

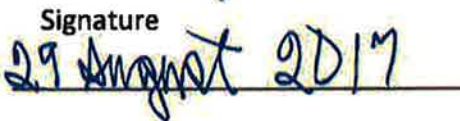
Signature

Date

Sue Lytle Gilmore
Sacramento City Unified School District



Signature



Date

Gerardo Castillo
Chief Business Officer

Signature

Date



Shared Fiscal and Budget Agreement Policy
(Adopted July 13, 2016, Amended May 10, 2017)

Shared Fiscal Agreement

- a) Fund A (2015-16 allocation): Members will spend funds by December 2016.
- b) Fund B: Members will spend funds by December 2017.
- c) Fund C and subsequent funding allocations: Members will spend funds within the fiscal allocation year.

Shared Budget Agreement

- d) CAERC Budget Workgroup meetings are mandatory for members. *(Minimum one representative; Fiscal representatives are recommended to attend with program leads.)*
- e) For each AEBG fund, members will submit a budget and spending plan approved and signed by an officially designated member, a fiscal representative, and a district representative. Member will submit budget and spending plan prior to the start of fiscal year (June) and biannual (December).
- f) Consortium will review and monitor member expenditure progress based on submitted AEBG expenditure and progress reports and updates provided at the CAERC Budget Workgroup meetings.

Progressive Permanent Reallocation

- g) **First time:** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - Unspent funds will return back to the consortium to be reallocated and member will be held harmless.
- h) **Second time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be reallocated.
 - b. The member's future consortium allocation will be reduced by 10% permanently.
 - i. Members must be in "good standing" to be eligible for additional new AEBG funds (e.g., additional Data and Accountability funds and unspent funds from other AEBG consortia reallocated to consortia that have spent down).
 - ii. All Members will be eligible for Cost of Living Adjustment- COLA.



Shared Fiscal and Budget Agreement Policy (continued)

- i) **Third time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be reallocated.
 - b. The member's future consortium allocation will be progressively reduced by an additional 10% permanently.
- j) **Subsequent times:**
 - a. Unspent funds will be reallocated.
 - b. The member's consortium allocation will be progressively reduced by an additional 10% permanently.
- k) If additional new funds are available, member can petition to be reinstated after being in "good standing – spent consortium allocation within designated year" minimum of 2 consecutive years.



Reallocation of Unspent Funds Policy
(Adopted November 4, 2016, Amended May 10, 2017)

The Capital Adult Education Regional Consortium (CAERC) will take a dual-tiered approach to reallocate unspent funds:

Tier 1: Consortium-Level Unspent Funds

1. Identify funded strategies that can benefit from an increased allocation and reallocate unspent funds.
2. Identify unfunded strategies that can be funded and reallocate unspent funds.
3. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).

Tier 2: Remaining Consortium-Level Unspent Funds and Member-Level Unspent Funds

1. Members who have spent down 100% of their consortium allocation (e.g., *Fund A 2015-16, Fund B 2016-17, Fund C 2017-18*) will be eligible for the reallocation funds.
2. Eligible members may opt in or opt out of accepting reallocation funds.
3. Distribution will be based on CAERC's 2015-16 allocation funding formula in proportionate to percentage received with the number of members who opt-in.
4. Opt in members can elect to accept funds in full amount or partial amount based on CAERC's 2015-16 allocation funding formula.
5. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).
6. The consortium will not distribute reallocation funds until all unspent funds are returned.
7. Members must return unspent funds within 30 days of notice.
8. Members who have not returned unspent funds will have all future allocations withheld by the consortium.



118-00029

August 28, 2017

Mr. Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Grant Request #: 17-02559

Dear Mr. Castillo:


The Board of Directors of College Futures Foundation is pleased to inform Sacramento City Unified School District that it has approved a grant of \$300,000 to support the of a data system, processes and protocols that would increase students' college preparation and successful enrollment in postsecondary education. The grant period will be September 1, 2017 through August 31, 2019.

This grant is subject to the terms outlined in the enclosed Grant Agreement (the "Agreement") and attachments. After you have reviewed these documents, please have an authorized signatory of Sacramento City Unified School District, such as the President, Chair, or a staff person to whom this power has been delegated countersign the Grant Agreement by **September 8, 2017.**

The Program Officer for this grant is Jackie Khor. For any questions, please email jkhorr@collegefutures.org or call (415) 287-1827.

We are pleased to support this important work and look forward to working with you during the course of the grant.

Sincerely,

DocuSigned by:

9A74297426F4426
Jacqueline Khor
Vice President for Programs

GRANT AGREEMENT

This grant from College Futures Foundation (the "Foundation") to Sacramento City Unified School District ("Grantee") is to be used only for the purposes described below and is subject to Grantee acceptance of the conditions specified below. The grant period will be September 1, 2017 through August 31, 2019.

PURPOSE OF THE GRANT

Grantee will implement in Sacramento City Unified School District (SCUSD) a data system, processes and protocols that would increase students' college preparation and successful enrollment in postsecondary education. In addition, SCUSD will participate in, and contribute to, a separately-funded learning and formative evaluation that will be undertaken to capture lessons from implementing this data system, processes and protocols in conjunction with higher education institutions in the Sacramento region to which a majority of SCUSD's students enroll after high school graduation.

MILESTONES AND OUTCOMES

Grantee is required to refer to these milestones outcomes in grant reports to the Foundation.

Milestone 1: By June 30, 2018,

1. Install, and populate Equity and Access (E&A) Database at SCUSD
2. Develop and implement intervention plans from analysis of E&A reports
3. SCUSD, Los Rios Community College District (Los Rios) and Sacramento State University have established data sharing agreements
4. SCUSD Equity and Access team and at least one feeder higher education institution co-lead the focus groups and other feedback collections, to develop recommendations and to implement decisions
5. Professional technical staff placed at SCUSD to further develop and coordinate student monitoring tools between all partnering educational systems
6. Complete documentation of replicability and scalability knowledge capture for year one

Milestone 2: By August 31, 2019,

1. SCUSD, Los Rios and selected 4-year public institutions have established goals for gains in student achievement along key college readiness metrics
2. SCUSD Los Rios Community College District (Los Rios) and selected 4-year public institutions collect, use and verify
 - a. GPA
 - b. Matriculation and placement data
 - c. Transfer data from 2-year to 4-year institutions
3. SCUSD, Los Rios and selected 4-year public institutions collect, use and verify retention data
4. Complete documentation of replicability and scalability knowledge capture for year two
5. Implement dissemination plan for replicability and scalability knowledge capture plan

Outcome 1: Protocols and practices in place at SCUSD's high schools to use data from the Equity and Access database to increase students' opportunities to graduate with the greatest number of postsecondary choices

Examples include:

1. Structures are established to provide staff with regular time and sufficient resources to utilize and reflect on data, including systematic documentation for shared learning among partners
2. Staff regularly access and makes sense of data for program improvement and management
3. Staff regularly uses data to inform their decisions

PAYMENT SCHEDULE

Scheduled Payment Date	Amount
09/15/2017	\$190,000
09/14/2018	\$110,000
Payments Total	\$300,000

The first payment is pending receipt of an executed grant agreement. The Foundation reserves the right to adjust this payment schedule upon 15 days written notice to Grantee.

I. REPORTING

NARRATIVE AND FINANCIAL REPORTING:

Date Due	Report Type
08/31/2018	Interim Narrative and Financial Report
09/30/2019	Final Narrative and Financial Report

All financial reports must account for the use of the Foundation's grant funds against the agreed upon budget (Attachment A). Grantee is required to submit narrative and financial reports through the Foundation's online grantee portal

The Foundation reporting requirements and instructions are available online at <http://collegefutures.org/our-grantees/for-grantees/grant-reporting/>. The Foundation may amend its reporting requirements from time to time. Such changes will be reflected online at the aforementioned address. Grantee is responsible for checking the Foundation's website for current requirements at the time a report is submitted and when data is collected. Data must be disaggregated by gender, race and gender and race combined for all Foundation grant-funded work where any student outcomes data is being collected or analyzed.

Failure to submit any required report before the deadline or failure to use the grant funds for the purpose described in this agreement could result in delay or cancellation of remaining payments of this grant, or may make Grantee ineligible for future grants from the Foundation.

II. EXPENDITURE OF GRANT FUNDS

This grant (together with any income earned upon investment of grant funds) is for the purpose outlined in this agreement and may not be expended for any other purpose without the Foundation's prior written approval. Grantee must submit a written request in advance if it wishes to change the purpose, terms, or allocation of grant funds, or to extend the spending deadline.

FINANCIAL RECORDS: Grantee shall treat the grant funds (together with any income earned upon investment of grant funds) as restricted assets and shall maintain books to show the grant funds separately.

COMPLIANCE WITH CODE SECTION 501(c)(3): Grantee may not expend any grant funds in a manner inconsistent with Code Section 501(c)(3), including influencing the outcome of any specific election for candidates to public office, inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur. Grantee shall not use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations.

LOBBYING: This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive activity, and the Foundation and Grantee have made no agreement, oral or written, to that effect. Any use of grant funds by Grantee for such activities constitutes a decision of Grantee that is wholly independent of the Foundation. By signing the grant agreement, Grantee hereby affirms that the project's budget, submitted as part of the grant proposal, accurately reflects Grantee's present intentions regarding anticipated levels of lobbying and non-lobbying expenditures for the project.

FURTHER RESTRICTIONS: No part of the funds provided by the Foundation's grant may be used to pay for any compensation or benefits of College Futures Foundation staff or board members. For the term of this grant, please monitor collegefutures.org/about for listings of staff and board relative to the use of funds restriction. Children or other close relatives of Grantee program employees or board members may not be considered for scholarships, stipends or payments from funds provided by the Foundation's grant under any circumstances, even if the related employee or board member is not part of the selection process. They remain ineligible for one year after the related individual terminates his/her employment or board service for the grantee program.

III. DISCRETION AND CONTROL

With respect to any sub-grantee(s) or contractor(s) that are entities, Grantee will retain complete discretion and control over, and shall act completely independently of the Foundation with respect to, their selection; The Foundation and Grantee acknowledge that the Foundation has not earmarked grant funds to any such sub-grantee or contractor, and there is no agreement, written or oral, by which the Foundation may cause Grantee to choose any such sub-grantee or contractor.

With respect to any sub-grantee(s) or contractor(s) that are individuals, Grantee shall control the process of their selection and the parties acknowledge and agree that the project shall be undertaken under Grantee's supervision.

IV. NO ASSIGNMENT OR DELEGATION

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this grant without prior written approval from the Foundation.

V. ANTI-DISCRIMINATION

Grantee program must not discriminate on the basis of race, religion, or any other legally protected classification. Programs may *target* students in racial, ethnic or other demographic groups with high financial need and/or low college-going rates, and award scholarships to students in targeted groups.

VI. RECORDS

Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall be required to maintain complete and accurate financial records with respect to this grant, along with any other information reasonably requested by the Foundation and copies of any reports submitted to the Foundation, for at least three years following the year in which all grant funds are fully expended.

VII. ACCESS TO RECORDS

Grantee will permit the Foundation and its representatives, at the Foundation's request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

VIII. TAX-EXEMPT STATUS

Grantee represents and warrants that it is one of the following: (a) a nonprofit organization currently recognized by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code of 1986 as amended (the "Code") and a public charity under section 509(a)(1), (2), or (3) of the Code; (b) a governmental unit referred to in Section 170(c)(1) of the Code; or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code, and is not a private foundation.

Grantee represents and warrants that if it is a public charity under Code Section 509(a)(3), that it is a Type I supporting organization, and that no disqualified person to the Foundation controls Grantee or any of Grantee's supported organizations.

Grantee represents that it is unaware of any issue or fact likely to result in any changes to the Grantee's tax-exempt status under Sections 501(c)(3) or public charity status. Grantee shall provide the Foundation with immediate written notification of any changes in its tax-exempt or public charity status.

Grantee represents that it has a Board of Directors or other elected or appointed governing body that represents the public interest and has ultimate responsibility to oversee Grantee's financial transactions and programmatic activities.

IX. COMPLIANCE WITH LAW

The Foundation and Grantee agree to abide by all applicable Federal, State, and local laws, rules, regulations, and ordinances in the performance of this agreement.

X. WARRANTY AND INDEMNIFICATION

Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Foundation, its officers, directors, employees, or agents.

Grantee represents and warrants that it has complied, and will remain in compliance, with all laws, statutes and regulations relating to privacy and data security to the extent they apply to Grantee, including (but not limited to) the Family Educational Records and Privacy Act (FERPA), the California Financial Information Privacy Act, and the Gramm-Leach-Bliley Act, including any requirements under those acts to obtain necessary consents for information transfer. Grantee agrees to indemnify the Foundation and its officers, employees, and agents against all costs, expenses (including reasonable attorneys' fees), losses, liabilities, damages, and settlements (collectively, "damages") arising out of or in connection with any claim or suit to the extent such damages arise from or are based on an allegation which, if true, would constitute a breach of this representation and warranty.

XI. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party for any incidental, special, or consequential damages, including loss of income, profits, revenue or business interruption, or cost of substitute services, or other economic loss, whether or not such party has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, warranty, tort (including negligence and strict liability) or otherwise.

XII. USE OF NAME

Grantee shall submit in advance to the Foundation via email to Regan Douglass, Communications Officer, at rdouglass@collegefutures.org, for review and revision at the sole discretion of the Foundation, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Foundation may include information on the grant in its periodic public reports, its website, and other Foundation communications describing its programs and grants. Neither party shall otherwise use the name, trade name, trademark or other designation of the other party or its affiliates without the prior written permission of the other party.

XIII. PUBLICATIONS OR LICENSES

Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. In furtherance of the Foundation's charitable purposes, Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

XIV. REQUIRED NOTIFICATION

Grantee is required to provide the Foundation with immediate written notification of: (1) its inability to expend the grant for the purposes described in this agreement; or (2) any expenditure from this grant made for any purpose other than those described in this agreement.

Grantee will also notify the Foundation in writing immediately of: any anticipated or actual changes in Grantee's leadership, regardless of title; any key personnel identified either in the Proposal or this Agreement; and any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that the Foundation in its sole discretion may cancel any remaining payments of the grant or require repayment of any unspent funds held by Grantee based on any changes in: Grantee's leadership, regardless of title; key personnel identified either in the Proposal or this Agreement; or any sub-grantee(s) or contractor(s) identified either in the Proposal or this Agreement that are individuals.

XV. REMEDIES

If the Foundation determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of the agreement, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation upon demand shall receive the return of all grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to the Foundation.

XVI. GENERAL

The agreement and all matters arising out of or relating to them shall be governed by the laws of the State of California, without regard to its conflict of law provisions. Any legal action or proceeding relating to the agreement shall be brought exclusively in the state or federal courts located in the Northern District of California. Grantee and the Foundation hereby agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding. The failure of the Foundation to exercise any of its rights under the agreement shall not be deemed to be a waiver of such rights. Except as expressly set forth in the agreement, the exercise of any remedy will be without prejudice to other remedies available. In the event any provision of the agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Nothing in the agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Nothing in the agreement, or any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation to make any other grant or contribution to Grantee or any other person. The agreement (which term includes all documents incorporated by reference thereto) shall constitute the complete and exclusive agreement between the parties concerning its subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of the agreement.

ACCEPTANCE OF TERMS AND CONDITIONS

The above terms and conditions are hereby accepted and agreed to as of the date specified.

College Futures Foundation:

By:

DocuSigned by:
Jacqueline Khor
9A74297428F4426...

Jacqueline Khor
Vice President for Programs

Date: 8/29/2017

Accepted on behalf of Sacramento City Unified School District by:

DocuSigned by:
Gerardo Castillo
FE80FB75586B4E2...

Authorized signature

Date: 8/30/2017

Gerardo Castillo

Name

CBO

Title



Attachment A

Budget

EXPENSE CATEGORY	YEAR 1 AMOUNT	YEAR 2 AMOUNT	TOTAL
Project Analyst	\$80,000	\$40,000	\$120,000
Administrative Support	\$45,000	\$22,500	\$67,500
Benefits @28%	\$35,000	\$17,500	\$52,500
Subtotal:	\$160,000	\$80,000	\$240,000
Indirect - 4.21%	\$6,700	\$3,300	\$10,000
Additional Expenses not calculated in indirect cost %:			
Data, IT Consultants	\$25,000	\$25,000	\$50,000
TOTAL PROJECT EXPENSES:	\$191,700	\$108,300	\$300,000

A18-00032

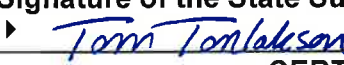

Grant Award Notification

GRANTEE NAME AND ADDRESS Jose Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870 <div style="text-align: center; margin-top: 10px;"> OFFICE OF THE SUPERINTENDENT <small>Sacramento City Unified School District</small> </div>				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14349	6743	8A
Attention After School Coordinator				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office After School Program Office				Resource Code		Revenue Object Code	
Telephone 916-643-9000				4124		8290	
Name of Grant Program 21st Century Community Learning Centers Elementary/Middle				0150		INDEX	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$342,194.01		\$342,194.01		07/01/2017	06/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.287C	S287C170005	21 st Century Community Learning Centers Program			U.S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century Community Learning Centers Elementary/Middle, Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Veronica Maestas				Job Title Associate Governmental Program Analyst			
E-mail Address vmaestas@cde.ca.gov					Telephone 916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee 					Date August 18, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature 					Date		



Grant Award Notification

GRANTEE NAME AND ADDRESS Jose Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870 OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14349	6743	0A
Attention After School Coordinator		AUG 30 2017		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Program Office		RECEIVED		Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				4124		8290	INDEX
Name of Grant Program 21st Century Community Learning Centers Elementary/Middle							0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$166,500.00		\$166,500.00		07/01/2017	06/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.287C	S287C170005	21 st Century Community Learning Centers Program				U.S. Dept. of Education	
<p>I am pleased to inform you that you have been funded for the 21st Century Community Learning Centers Elementary/Middle, Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Veronica Maestas				Job Title Associate Governmental Program Analyst			
E-mail Address vmaestas@cde.ca.gov					Telephone 916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tom Torlakson</i>					Date August 18, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature ▶					Date		

Grant Award Notification

GRANTEE NAME AND ADDRESS José Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14535	6743	8A
Attention After School Coordinator OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Office AUG 30 2017				Resource Code		Revenue Object Code	34
Telephone 916-643-9000 RECEIVED				4124		8290	INDEX
Name of Grant Program							0150
21 st Century High School After School Safety and Enrichment for Teens Programs							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$359,296.00		\$359,296.00		7/1/2017	6/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.287C	S287C170005	21 st Century Community Learning Centers Program			U.S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens Program—Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Veronica Maestas				Associate Governmental Program Analyst			
E-mail Address					Telephone		
vmaestas@cde.ca.gov					916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					8/18/17		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		
							

Grant Award Notification

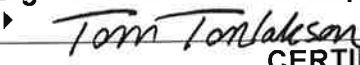

GRANTEE NAME AND ADDRESS José Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14535	6743	9A
Attention After School Coordinator <div style="text-align: center;"> OFFICE OF THE SUPERINTENDENT <small>Sacramento City Unified School District</small> </div>				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Office <div style="text-align: center;">AUG 30 2017</div>				Resource Code		Revenue Object Code	34
Telephone 916-643-9000 <div style="text-align: center;">RECEIVED</div>				4124		8290	INDEX
Name of Grant Program							0150
21 st Century High School After School Safety and Enrichment for Teens Programs							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$250,000.00		\$250,000.00		7/1/2017	6/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.287C	S287C170005	21 st Century Community Learning Centers Program			U.S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens Program—Core.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Veronica Maestas				Associate Governmental Program Analyst			
E-mail Address					Telephone		
vmaestas@cde.ca.gov					916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					8/18/17		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		
							

A18-0003

Grant Award Notification

GRANTEE NAME AND ADDRESS Jose Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870 <div style="text-align: right;">OFFICE OF THE SUPERINTENDENT <small>Sacramento City Unified School District</small></div>				CDE GRANT NUMBER				
				FY	PCA	Vendor Number	Suffix	
				17	14788	6743	8A	
Attention After School Coordinator <div style="text-align: right;">AUG 30 2017</div>				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY		
Program Office After School Program Office <div style="text-align: right;">RECEIVED</div>				Resource Code	Revenue Object Code	34		
Telephone 916-643-9000				4124	8290	INDEX		
Name of Grant Program 21st Century Community Learning Centers Elementary/Middle						0150		
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date		
	\$100,000.00		\$100,000.00		07/01/2017	06/30/2018		
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency			
84.287C	S287C170005	21st Century Community Learning Centers Program			U.S. Dept. of Education			
<p>I am pleased to inform you that you have been funded for the 21st Century Community Learning Centers Elementary/Middle Family Literacy.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>								
California Department of Education Contact Veronica Maestas				Job Title Associate Governmental Program Analyst				
E-mail Address vmaestas@cde.ca.gov					Telephone 916-319-0540			
Signature of the State Superintendent of Public Instruction or Designee 					Date August 18, 2017			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS								
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>								
Printed Name of Authorized Agent				Title				
E-mail Address					Telephone			
Signature 					Date			

Grant Award Notification

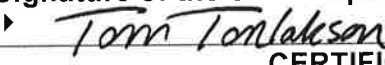

GRANTEE NAME AND ADDRESS José Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870 OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14604	6743	8A
Attention After School Coordinator AUG 30 2017				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Office RECEIVED				Resource Code		Revenue Object Code	34
Telephone 916-643-9000				4124		8290	INDEX
Name of Grant Program 21 st Century Program							0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$40,000.00		\$40,000.00		7/1/2017	6/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.287C	S287C170005	21 st Century Community Learning Centers Program				U.S. Dept. of Education	
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens Program—Family Literacy.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Veronica Maestas				Associate Governmental Program Analyst			
E-mail Address					Telephone		
vmaestas@cde.ca.gov					916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					August 18, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		
							

Grant Award Notification

GRANTEE NAME AND ADDRESS José Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14604	6743	9A
Attention After School Coordinator		OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District		STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Office		AUG 30 2017		Resource Code		Revenue Object Code	34
Telephone 916-643-9000		RECEIVED		4124		8290	INDEX
Name of Grant Program 21 st Century Program							0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$20,000.00		\$20,000.00		7/1/2017	6/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.287C	S287C170005	21 st Century Community Learning Centers Program				U.S. Dept. of Education	
<p>I am pleased to inform you that you have been funded for the 21st Century High School After School Safety and Enrichment for Teens Program—Family Literacy.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Veronica Maestas				Job Title Associate Governmental Program Analyst			
E-mail Address vmaestas@cde.ca.gov					Telephone 916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee Tom Torlakson					Date August 18, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		

418-00034

Grant Award Notification

GRANTEE NAME AND ADDRESS José Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870 <div style="text-align: right;"> OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District </div>				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14603	6743	8A
Attention After School Coordinator				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Program Office				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				4124	8290	INDEX	
Name of Grant Program High School After School Safety and Enrichment for Teens							0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$50,000.00		\$50,000.00		07/01/2017	06/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.287C	S287C170005	21 st Century Community Learning Centers Program			U.S. Dept. of Education		
<p>I am pleased to inform you that you have been funded for the High School After School Safety and Enrichment for Teens, Equitable Access.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact Veronica Maestas				Job Title Associate Governmental Program Analyst			
E-mail Address vmaestas@cde.ca.gov					Telephone 916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee 					Date August 18, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature 					Date		

Grant Award Notification

GRANTEE NAME AND ADDRESS José Banda, Superintendent Sacramento City Unified P.O. Box 246870 Sacramento, CA 95824-6870 OFFICE OF THE SUPERINTENDENT Sacramento City Unified School District				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14603	6743	9A
Attention After School Coordinator AUG 30 2017				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office After School Program Office RECEIVED				Resource Code	Revenue Object Code	34	
Telephone 916-643-9000				4124		8290	INDEX
Name of Grant Program High School After School Safety and Enrichment for Teens							0150
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$25,000.00		\$25,000.00		07/01/2017	06/30/2018	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency	
84.287C	S287C170005	21 st Century Community Learning Centers Program				U.S. Dept. of Education	
<p>I am pleased to inform you that you have been funded for the High School After School Safety and Enrichment for Teens, Equitable Access.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Veronica Maestas, Associate Governmental Program Analyst Expanded Learning Division California Department of Education 1430 N Street, Suite 3400 Sacramento, CA 95814-5901</p>							
California Department of Education Contact				Job Title			
Veronica Maestas				Associate Governmental Program Analyst			
E-mail Address					Telephone		
vmaestas@cde.ca.gov					916-319-0540		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					August 18, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature					Date		
							

AGREEMENT FOR SERVICES

Between

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

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

RECITALS

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming through ASES, 21st Century, and District Allocated Funding for After School to A.M. Winn Elementary, Abraham Lincoln Elementary, Albert Einstein Elementary, American Legion High School, Arthur A Benjamin Health Professions High School, Bowling Green Chacon, Bowling Green Elementary, CK McClatchy High School, California Middle, Camelia Elementary, Caroline Wenzel Elementary, David Lubin Elementary, Earl Warren Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, Hiram Johnson High School, Hubert Bancroft Elementary, John Bidwell Elementary, John Cabrillo Elementary, John F. Kennedy High School, Kit Carson Middle, Martin Luther King Jr k-8, Nicholas Elementary, O. W. Erlewine Elementary, Oak Park Prep Academy, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, Rosemont High School, ST Hope PS7 Elementary, Tahoe Elementary, Will C. Wood Middle, William Land Elementary, William Land Kinder Program, and Woodbine Elementary.

WHEREAS, the District desires to engage the Provider to develop, maintain and sustain programs that offer expanded learning programming for Before School Services to A.M. Winn Elementary, Earl Warren Elementary, Nicholas Elementary, Pacific Elementary, Peter Burnett Elementary, and Tahoe Elementary.

WHEREAS, the Provider will work collaboratively to develop, coordinate and implement the Expanded Learning Programs at aforementioned mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students, and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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

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

B. **Payment.** For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall pay the Provider for direct services not to exceed **\$4,587,223.92** be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by the Provider or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, The Provider shall provide documentation of **\$688,083.59 in kind match** (15% of the contract amount) to the District.

Breakdown:

School Name	Serving Agency	Components	Contract Amount (85%) of the award amount	Students to be served
A. M. Winn Waldorf-Inspired	SCCSC	ASES	\$121,130.10	97
A.M. Winn	SCCSC	Before School Base	\$22,950.00	30
A.M. Winn Waldorf Inspired	SCCSC	District Funds	\$42,500.00	37
Abraham Lincoln Elementary	SCCSC	ASES	\$104,422.50	83
Albert Einstein Middle	SCCSC	ASES	\$113,080.29	90
American Legion	SCCSC	District Funds	\$55,641.00	41
Arthur A. Benjamin Health Professions High	SCCSC	21st Century ASSETs	\$61,305.00	61
Bowling Green (Chacon)	SCCSC	District Funds	\$113,106.10	99
Bowling Green Elementary	SCCSC	ASES	\$104,886.60	84
C.K.McClatchy	SCCSC	District Funds	\$110,000.00	250
California Middle	SCCSC	ASES	\$139,090.77	111
Camellia Elementary	SCCSC	ASES	\$104,422.50	83
Caroline Wenzel Elementary	SCCSC	ASES	\$104,004.81	83
David Lubin Elementary	SCCSC	ASES	\$77,005.33	61
Earl Warren	SCCSC	Before School Base	\$31,365.00	41
Earl Warren Elementary	SCCSC	ASES	\$104,422.50	83
Earl Warren Elementary	SCCSC	District Funds	\$51,637.50	45
Ethel Phillips	SCCSC	21st CLC	\$31,430.03	27
Ethel Phillips Elementary	SCCSC	ASES	\$104,422.50	83
Fern Bacon Middle	SCCSC	ASES	\$139,230.00	111
Golden Empire	SCCSC	21st CLC	\$40,644.45	35
Golden Empire Elementary	SCCSC	ASES	\$104,422.50	83

Hiram Johnson	SCCSC	District Funds	\$110,000.00	250
Hubert H. Bancroft Elementary	SCCSC	ASES	\$90,221.04	72
John Bidwell	SCCSC	District Funds	\$34,425.00	30
John Bidwell Elementary	SCCSC	ASES	\$104,422.50	83
John Cabrillo Elementary	SCCSC	ASES	\$104,422.50	83
John F. Kennedy	SCCSC	District Funds	\$110,000.00	250
Kit Carson Middle	SCCSC	ASES	\$89,854.17	72
Martin Luther King, Jr.	SCCSC	21st CLC	\$95,242.50	83
Martin Luther King, Jr.	SCCSC	ASES	\$104,422.50	83
Nicholas	SCCSC	Before School Base	\$32,130.00	42
Nicholas Elementary	SCCSC	ASES	\$106,510.95	85
Nicholas Elementary	SCCSC	District Funds	\$97,161.80	85
O. W. Erlewine Elementary	SCCSC	ASES	\$104,422.50	83
O.W. Erlewine	SCCSC	District Funds	\$42,500.00	37
Oak Park Preparatory Academy	SCCSC	ASES	\$37,592.10	30
Pacific	SCCSC	Before School Base	\$31,365.00	41
Pacific Elementary	SCCSC	ASES	\$106,510.95	85
Pacific Elementary	SCCSC	District Funds	\$79,701.14	69
Peter Burnett	SCCSC	Before School Base	\$31,365.00	41
Peter Burnett Elementary	SCCSC	ASES	\$126,560.07	101
Peter Burnett Elementary	SCCSC	District Funds	\$45,900.00	40
Pony Express Elementary	SCCSC	ASES	\$104,422.50	83
Rosemont High	SCCSC	21st Century ASSETs	\$110,000.00	250
St. HOPE Public School 7	SCCSC	ASES	\$139,230.00	111
Tahoe	SCCSC	Before School Base	\$31,365.00	41
Tahoe Elementary	SCCSC	ASES	\$104,422.50	83
Tahoe Elementary	SCCSC	District Funds	\$25,500.00	22
Will C. Wood Middle	SCCSC	ASES	\$139,230.00	111
William Land	SCCSC	District Funds	\$86,062.50	75
William Land - Kinder Program	SCCSC	Site/YDSS Match	\$22,000.00	60
William Land Elementary	SCCSC	ASES	\$120,294.72	96
Woodbine Elementary	SCCSC	ASES	\$104,422.50	83
Woodbine Elementary	SCCSC	District Funds	\$34,425.00	30
		TOTAL	\$4,587,223.91	

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

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

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

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

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

G. Data and Evaluation Requirements. The Provider shall participate in assessment and evaluation as determined by CDE and the District, and provide all required information including ASES Program Quality Improvement Plan. Under the Section 8484 of the 2016 California Education Code, the district is required to submit ASES Program Quality Improvement Plan annually and will work with the Provider to implement/improve this process at the site level. The provider shall share data and information collected via surveys and focus groups, and collaborate with the district to standardize procedures and collection tools developed for evaluation/assessment purposes.

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

H. Period of Agreement. The term of this Agreement shall be from August 21, 2017, through June 30, 2018. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

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

force and effect.

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

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

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

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

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

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

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

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

DISTRICT:

By:

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

Date

Provider: SACRAMENTO CHINESE COMMUNITY SERVICES CENTER

By:


Authorized Signature

Sept. 1, 2017
Date

Print Name: Henry Kloczkowski

Title: Ex. Director

DISTRICT shall:

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

Provider shall:

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

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

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

- c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, Providers/staff should:
 - a. Have knowledge & understanding of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
 - g. Review the School Accountability Report Card for the school site.
 7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education.
 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
 9. 21st CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
 10. District staff will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and determined assessment tools.

Attachment C - Data Sharing Agreement

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

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Agreement
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are

accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

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

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

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

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

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

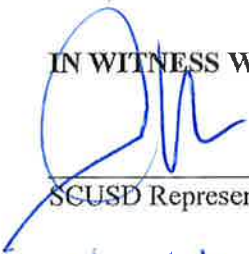
- 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs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

8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Agreement and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology

Services Agreement, the terms of this Agreement shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.

9. The term of this Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

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



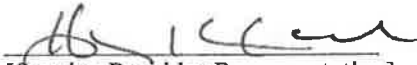
SCUSD Representative

Elliot Lopez

Chief Information Officer

09/06/2017

[DATE]



[Service Provider Representative]

Ex. Director

[Title]

Sept. 1, 2017

[DATE]