



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: October 3, 2019

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:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer

Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
Sacramento Employment and Training Agency (SETA) A20-00041	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2018/19	\$90,000 No Match
1/7/19 – 9/30/19: Refugee Support Services (RSS) funds will continue to provide refugees direct services that result in economic self-sufficiency and reduced dependency on public assistance. Services will be provided to 28 students at the Charles A. Jones Career and Education Center and will include vocational English language instruction, Adult Basic Education (ABE), high school completion/equivalency, career exploration, labor market research, career pathways development, work based learning, vocational training, support services, and job placement and retention services. Special focus will be placed on targeting outreach to refugee and Special Immigrant Visa (SIV) holder populations.		

<u>STUDENT SUPPORT & HEALTH SERVICES</u>		
Kaiser Permanente Northern California Community Benefit Programs A20-00037	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$98,000 No Match
9/1/19 – 8/31/20: Resilience TIC in Schools grant will support the Resilience Project at John Still K-8 School to provide mental health services and supports for 945 students and staff, including mindfulness and trauma-informed practices. The school will also focus on revising existing school attendance policies to incorporate and encourage the use of trauma-informed approaches in order to identify students who are in need of support services and provide trauma-informed individual and group therapeutic interventions to the identified students.		

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>COLLEGE & CAREER READINESS</u>		
UC Berkeley SA20-00219	9/1/19 – 8/31/21: The Center for Cities + Schools at the University of California, Berkeley will provide services through the Y-Plan Professional Development Institute, bringing high quality, integrated projects and civic work based learning to support District Career Pathway Development. Y-Plan (Youth-Plan, Learn, Act, Now) civic education strategy engages young people in authentic city planning and policy-making to build vibrant, equitable and resilient communities and schools. Y-Plan is a national model of civic-led work-based learning and has been proven to be an effective strategy to achieve both linked-learning and sustainable community planning goals engaging students in a range of experiences. To support deeper, system-wide alignment, CC+S will also support SCUSD with two PLUS Leadership Graduate Fellows to research how Y-PLAN can support both: (a) Dual Enrollment and (b) Defense of Learning policy integration and professional practice.	\$400,000 CTE Incentive Grant Funds

JOHN SLOAT ELEMENTARY SCHOOL

Conditions for Learning SA20-00192	9/1/19 – 6/30/20: Support John Sloat Elementary educators in aligning to the district's strategic plan, 21st century skills, and Standards-Based Project Based Learning through on-site training and in-class support. Includes instructional practices coaching (structuring interaction, reciprocal teaching, formative assessment and differentiation) and development and implementation of standards based units of study and project based learning.	\$103,000 SIG Funds
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YOUTH DEVELOPMENT

Boys & Girls Club SA20-00214	8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at Edward Kemble and Ethel I. Baker Schools.	\$168,805 After School Education & Safety Funds
Center for Fathers & Families SA20-00209	8/1/19 – 6/30/20: Develop, maintain and sustain the Before & After School Programs at Fr. Keith B. Kenny, H.W. Harkness, New Joseph Bonnheim, and Oak Ridge Schools.	\$507,788 After School Education & Safety Funds
City of Sacramento Teen Services SA20-00213	8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at Sam Brannan Middle School	\$150,925 After School Education & Safety Funds
Leaders of Tomorrow SA20-00206	8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at John Sloat and Isador Cohen Elementary Schools.	\$314,363 21 st Century, After School Education & Safety, and SIG Funds
New Hope Community Development Corp. SA20-00223	8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at Hollywood Park and Sol Aureus after school programs, and William Land before school program.	\$266,500 After School Education & Safety and Title I Funds
Roberts Family Development Center SA20-00205	8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at Leataata Floyd Elementary School.	\$223,666 21 st Century and After School Education & Safety Funds
Rose Family Creative Empowerment Center SA20-00211	8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at John Still K-8 School, Parkway and Susan B. Anthony Elementary Schools, Luther Burbank High School and Phoenix Park community site.	\$651,424 21 st Century, After School Education & Safety and Title I Funds
Sacramento Chinese Community Service Center SA20-00207	8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at A.M. Winn, Abraham Lincoln, Albert Einstein, Bowling Green, California, Camellia, Caroline Wenzel, Cesar Chavez, David Lubin, Earl Warren, Ethel Phillips, Fern Bacon, Golden Empire, Hubert Bancroft, John Bidwell, John Cabrillo, Kit Carson, Martin Luther King, Jr., Nicholas, O.W. Erlewine, Pacific, Peter Burnett, Pony Express, School of Engineering & Science, St. Hope PS7, Tahoe, Theodore Judah, Will C. Wood, William Land, Woodbine, American Legion, C.K. McClatchy, Health Professions, Hiram Johnson, John F. Kennedy, Rosemont, and Sacramento Charter High.	\$4,499,837 21 st Century, After School Education & Safety, and Title I Funds

Target Excellence
SA20-00210

8/1/19 – 6/30/20: Develop, maintain and sustain programs that offer expanded learning programming at Bret Harte, Elder Creek, Ethel I. Baker, James Marshall, Mark Twain, and Rosa Parks Schools.

\$805,798
After School Education
& Safety and Title I
Funds

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computers, Laptops, Monitors	Ethel I Baker Elementary	\$0.00	Salvage
Computers, Laptops, Monitors, Projectors, Copy Machine	O.W. Erlewine Elementary	\$0.00	Salvage
Printers, Typewriter, Computer Docking Stations	Woodbine Elementary	\$0.00	Salvage
Computers, Monitors, Laptops	Abraham Lincoln	\$0.00	Salvage

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Floyd Farms

Recommendation: Award to Landmark Construction

Amount/Funding: Amount will be available at the Board Meeting; Developer Fee Funds

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

Per AB2316, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked based on scoring criteria used to determine "best value".



Sacramento
Employment and
Training
Agency

September 18, 2019

GOVERNING BOARD

LARRY CARR

Councilmember
City of Sacramento

PATRICK KENNEDY

Board of Supervisors
County of Sacramento

DON NOTTOLI

Board of Supervisors
County of Sacramento

SOPHIA SCHERMAN

Public Representative

JAY SCHENIRER

Councilmember
City of Sacramento

KATHY KOSSICK

Executive Director

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

Main Office
(916) 263-3800

Head Start
(916) 263-3804

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

Dr. Susan Lytle-Gilmore, Ph.D.
Director, Adult Education
Sacramento City U.S.D. Skills & Business Education Center
5451 Lemon Hill Avenue
Sacramento, CA 95824

RE: CFDA# 93.566

Dear Dr. Gilmore:

Congratulations! Pursuant to action by SETA's Governing Board on September 18, 2019, Sacramento City U.S.D. Skills & Business Education Center's Agreement #074430RS-19(E) has been extended through September 30, 2020. Refugee Support Services (RSS) funds for English Language Learner (ELL) Workforce Navigator has been awarded as follows:

Grant	Activity	Allocation	Participants
RSS	ELL Workforce Navigator	\$90,000*	36*

***Please be advised that this award is contingent upon final notice of funding from the California Department of Social Services—Refugee Programs Bureau (CDSS-RPB), which SETA has not yet received. In an effort to expedite the process and avoid further delays, we are moving forward to collect contract documents now.**

In order to proceed with the Agreement, the following items will need to be completed and submitted to SETA's Contracts Unit:

Budget and Cost Allocation Plans

- RSS ELL Navigator in the amount of **\$90,000**

A condition of funding, requires that 5 percent of each budget be allocated in supportive services.

Program Planning Summaries

- RSS ELL Navigator for **36** participants

The documents above will be provided electronically. Please complete and email to corey.lagbao@seta.net by **Wednesday, October 9, 2019.**

If you have any questions or need assistance in completing these forms, please contact me at (916) 263-3838.

Sincerely,

Corey Lagbao
Workforce Development Analyst III

cc: Eileen Prince-Ramos

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

9/11/2019

DiAnne Brown
Grants Coordinator
Sacramento City Unified School District
5735 47th Ave
Sacramento California 95824

Re: Grant Award Letter for Grant Number 13519

Dear Ms. Brown:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$98,000.00 has been awarded to Sacramento City Unified School District ("Grantee"). The purpose of these funds is to support the Resilience TIC in Schools - John Still 19-20 (the "Grant").

Kaiser Permanente has a 65-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period and Reporting

The Grant period (or term of the Grant) is: 9/1/2019 to 8/31/2020 and a final report is due no later than 30 days after the project end date. If a mid-term progress report is required, your grant manager will notify you of the timing. Instructions for submitting reports will be provided prior to deadlines dates.

Documents to Sign and Send Back

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant. In order to receive your payment, please sign and return this award letter and the attached Grant Agreement promptly. **You may upload the signed grant agreement through the online Mosaic portal.**

If you have questions or require additional information, please contact your grant manager, **Tracy Ward at Tracy.L.Ward@kp.org** or send inquiry to: NCAL-CB-Programs@kp.org.

Sincerely,



Yvette Radford
Vice President, External & Community Affairs
Kaiser Permanente, Northern California

9/11/2019

Date

ACCEPTED AND AGREED



Jorge Aguilar
Superintendent

9/17/19
Date

- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 13519, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

3. 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 KFH.

- Grant Agreement -

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work or timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: *"The project is supported by Kaiser Permanente Northern California Community Benefit Programs."*

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be

- Grant Agreement -

made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

10. Independent Contractors

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of

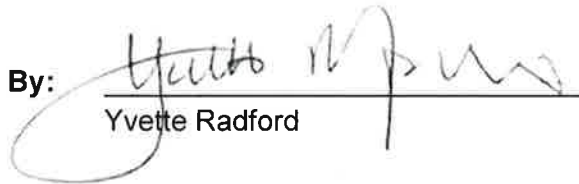
Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

KFH:

Kaiser Foundation Hospitals
Northern California Community Benefit Programs

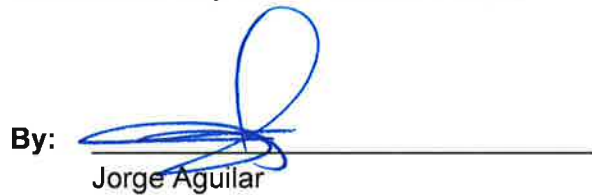
By: 
Yvette Radford

Title: Vice President

Date: 9/11/2019

Grantee:

Sacramento City Unified School District

By: 
Jorge Aguilar

Title: Superintendent

Date: 6/19/19

Kaiser Foundation Hospitals, Northern California Region
– Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.*** You can also find this text on our grantee website at about.kaiserpermanente.org/community-health/communities-we-serve/northern-california-community/grants.

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program

Kaiser Permanente's community involvement uniquely pairs grant funding with 65 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded Sacramento City Unified School District a \$98,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit about.kaiserpermanente.org/community-health.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

Free online training resources. At about.kaiserpermanente.org/community-health/communities-we-serve/northern-california-community/grants you will find a "story capture sheet" and storytelling tips. This special website for our grantees has many other useful resources, including trainings and resource lists on storytelling, messaging, social media, and more.

SERVICES AGREEMENT
Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
And
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

This Services Agreement ("**Agreement**"), effective as of SEPTEMBER 15, 2019 ("**Effective Date**"), is by and between The Regents of the University of California, a California public corporation ("**University**"), on behalf of its INSTITUTE OF URBAN AND REGIONAL DEVELOPMENT at its Berkeley campus, and Sacramento City Unified School District ("**SCUSD**"), a California school district having a principal place in Sacramento, California. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

BACKGROUND

A. The University has the experience and capabilities necessary to perform the services contemplated by this Agreement and the performance of such services is consistent with its educational, research, and public service activities; and

B. SCUSD would like the University to provide the services as set forth in this Agreement.

In consideration of the mutual covenants, terms and conditions in this Agreement, the Parties agree to the following:

AGREEMENT

1. Scope of Work

The University will perform the services ("**Services**") and, if applicable, provide the deliverables ("**Deliverables**") set forth in the attached Exhibit A, incorporated by reference and made a part of this Agreement.

2. Fees

The fees or rates for the Services to be rendered by the University are set forth in Exhibit B. SCUSD will pay the University within 30 days from the date of University's invoices. Past due payments will accrue a 1% service charge per month. University will submit all invoices to SCUSD's representative listed in Section 15 (**Notice**). All payments from SCUSD to the University will be made by check payable to "The Regents of the University of California" to an address specified in the invoice or by wire transfer to an account specified in the invoice.

3. Term and Termination

3.1 This Agreement commences on the Effective Date and terminates one year from the Effective Date or on September 15, 2021, whichever is later ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement.

3.2 This Agreement may be terminated by either Party in the event the other Party is in breach of any material term of this Agreement and has failed to cure such breach within 30 days after notice thereof. SCUSD's failure to pay any undisputed payment when due under this Agreement will constitute a material breach of this Agreement for the purposes of this provision.

3.3 University may terminate this Agreement with or without cause upon 30 days' written notice to SCUSD. SCUSD will pay the University for all Services rendered and expenses incurred as of the date the notice of termination was sent.

3.4 All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections **4 (Copyright)**, **5 (University Name, Trademarks and Logos)**, **6 (Disclaimer of Warranty)**, **7 (Limitations of Liability)**, **8 (Indemnification)**, **9 (Insurance)**, **10 (Confidentiality)**, **12 (Materials Provided by SCUSD)**, and **13 (Data Security and Privacy)**.

4. Copyright

As between University and SCUSD, University owns all right(s), title, and interest in and to materials and information, including but not limited to course materials, images, text, data, illustrations, photos, audio, video, codes, logos, marketing plans, digital text, research, technical information, know-how, trade secrets, processes, algorithms, code, software, the derivatives thereof, and the selection, coordination and arrangement of such materials that is or was conceived, created, or developed prior to, or independent of the Services and Deliverables defined in Section 1 (collectively "**University Intellectual Property**") whether they are protected by copyrights, trademarks, service marks, patents, or other proprietary rights, either owned by University or licensed to the University by other parties who own such intellectual property. This is not a work made-for-hire agreement under U.S. copyright law, and any and all intellectual property rights to any materials or information created in the performance of this Agreement, including the Deliverables ("**Works**") shall vest with the University. To the extent that the University is not the owner of such Works, SCUSD hereby irrevocably assigns to University all right, title, and interest (including copyright rights) to and in such Works. The University grants to SCUSD a non-transferable, non-sublicensable, royalty-free, non-exclusive license to use the Works solely for internal business purposes. SCUSD will not use the Works for any other purpose without the prior written consent of the University.

5. University Name, Trademarks and Logos

SCUSD will not use the name of the University of California ("UC"), any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of SCUSD its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at BCBP@berkeley.edu. At all times, SCUSD agrees to comply with California Education Code Section 92000.

University Marks are and will remain exclusively the property of the University. SCUSD] will not, either directly or indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and SCUSD hereby expressly waives any right which it may have in University Marks. SCUSD recognizes the University's exclusive ownership of University Marks.

6. Disclaimer of Warranty

Except as expressly set forth otherwise in this Agreement, the University makes no warranties, either express or implied, as to the Services, the Deliverables, or the results provided under this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. SCUSD acknowledges that the Services, the Deliverables, and the results are provided on an "as is" basis and without warranties of any kind. SCUSD further acknowledges that it uses such Services, Deliverables, and results at its own risk. The University will bear no responsibility for the success or failure of the Services, Deliverables, or results.

7. Limitations of Liability

Neither Party shall be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages of any kind arising out of or in any way related to this agreement, whether in warranty, tort, contract, or otherwise, including, without limitation, loss of profits or loss of good will, whether or not the other Party has been advised of the possibility of such damages and whether or not such damages were foreseeable.

8. Indemnification

Each Party will defend, indemnify, and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, "**Claim**") but only in proportion to and to the extent such Claims are caused by or result from the negligent acts or omissions of the indemnifying Party, its officers, agents, or employees. The Party seeking indemnification agrees to provide the other Party with prompt notice of any such Claim and to permit the indemnifying Party to defend any Claim or action, and to cooperate fully in such defense. The indemnifying Party will not settle or consent to the entry of any judgment in any Claim without the consent of the other Party, and such consent will not be unreasonably withheld, conditioned, or delayed.

9. Insurance

9.1 The Parties will keep in full force and effect during the Term, at each Party's own expense, insurance or in the case of the University, self-insurance with coverages as follows ("**Insurance**"):

A. Commercial Form General Liability Insurance with minimum limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$2,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$2,000,000

B. Workers Compensation as required by applicable law.

C. If a representative of SCUSD will be driving on campus, Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence will be required.

9.2 If the Insurance is written on a claims-made form, it will continue for three (3) years following termination of this Agreement.

9.3 The Insurance will provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

9.4 Each Party shall be named as an additional insured on the General Liability and Business Automobile insurance of the other Party, in proportion to and to the extent of the negligent acts or omissions of the former Party's officers, employees and agents.

9.5 Within thirty (30) days of the execution of this Agreement, each Party will furnish the other Party with a Certificate of Insurance ("**Certificate of Insurance**") evidencing compliance with the insurance provisions of this Agreement. SCUSD's Certificate of Insurance will be delivered to University's representative specified in the Section 15 (Notice). Each Party is required to give thirty (30) days' advance written notice to such other Party of any modification, change, or cancellation with respect to the Insurance.

9.6 The insurance requirements set forth in this Section will not limit a Party's liability.

10. Confidentiality

"**Confidential Information**" is defined as non-public information that: (i) a Party considers confidential or proprietary; and (ii) is marked "Confidential" or "Proprietary." If a Party discloses Confidential Information orally, the disclosing Party will indicate its confidentiality at the time of disclosure and will confirm such in writing within ten (10) days of the disclosure. Unless otherwise required by law (including a subpoena or California Public Records Act request) or court order, each Party will not disclose the other Party's Confidential Information to any third party, and each Party will only use the other Party's Confidential Information to the extent necessary to perform this Agreement. The receiving Party shall have no obligation to retain as confidential any information which: (i) was legally in its possession or known to the receiving Party without any obligation of confidentiality prior to receiving it from the disclosing Party; (ii) is, or subsequently becomes legally and publicly available without breach of this Agreement by the receiving Party; (iii) is legally obtained by the receiving Party from a third party without any obligation or confidentiality; or (iv) is independently developed by or for the receiving Party without use of the Confidential Information as demonstrated by competent evidence. The receiving Party's confidentiality and use obligations will extend for a period of one (1) year from the date of receipt of the disclosing Party's Confidential Information.

11. Export Control and Biohazardous Materials

SCUSD will not provide to the University any materials and/or information that are export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774); controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Export Materials ("**Export Materials**"). If SCUSD desires to provide any Export Materials to the University, SCUSD must provide written notification that identifies such Export Materials, including their export classification to the University contact in Section 15 (Notice) and receive confirmation and approval from the University, prior to disclosure.

12. Materials Provided by SCUSD

In the event the University is producing Deliverables or providing Services that require SCUSD to furnish or supply the University with parts, goods, data, specifications, components, programs, practices, methods, Export Materials (if approved by the University pursuant to Section 11 above), or other property under this Agreement (collectively, "**SCUSD Materials**"), such SCUSD Materials shall be identified in Exhibit A, and provided by SHORT NAME in a timely

vBCBP02.02 (eff. 7/24/2019)

Approved for form: 7/10/2019 OLA; 7/24/2019 RS.

BCMS #15577

and secure manner so as to allow University to perform the Services. SCUSD warrants that SCUSD Materials will: (1) conform to the requirements of this Agreement, including all descriptions, specifications, and attachments made a part hereof, and (2) will not infringe any third party rights. The University's acceptance of SCUSD Materials will not relieve SCUSD from its obligations under this warranty.

If SCUSD is providing any materials to University in the performance of this Agreement, SCUSD will indemnify, defend, and hold harmless the University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that SCUSD Materials or the University's use of SCUSD Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The University retains the right to participate in the defense against any such suit or action, and SCUSD will not settle any such suit or action without the University's consent.

13. Data Security and Privacy

13.1. Definition of Data Protection Law. For the purpose of this Agreement, "**Data Protection Law**" means applicable laws relating to privacy and data protection, including in the case of University, the Family Educational Rights and Privacy Act ("**FERPA**"), and other applicable U.S. federal and California state laws on privacy and data protection; and in the case of SCUSD, SCUSD's applicable national and local laws on privacy and data protection. In the event any Protected Information is revealed, shared, or exchanged between the Parties, each Party agrees to comply with its obligations under all applicable Data Protection Law, and as required under this Agreement. To the extent that any laws or regulations of the home country or region of a Party has extra-territorial application such as to impose legal obligations on the other Party or its conduct outside such home country or region, the other Party upon request will provide reasonable assistance to such other Party in satisfying such obligation as necessary to implement this Agreement. Such reasonable assistance shall not include legal advice or opinion.

13.2. Protected Information. SCUSD agrees to protect the privacy and security of personally identifiable information or data identifiable to an individual ("Protected Information"). SCUSD shall implement, maintain and use internationally recognized commercial data security standards regarding administrative, technical and physical security measures that meet or exceed these requirements, including information access and computer system security measures, to preserve the confidentiality, integrity and availability of the Protected Information. SCUSD shall not access, use or disclose Protected Information other than for the sole purpose granted by the University as necessary to carry out the Services, or as required by applicable U.S. law, or as otherwise authorized in writing by University. SCUSD shall inform University of any confirmed or suspected unauthorized access or disclosure of Protected Information immediately upon discovery, both orally and in writing, and fully cooperate with University in investigating and remedying the effects of such breach.

13.3. Non-Disclosure. Neither Party shall use or disclose Protected Information for any purposes except as contemplated by this Agreement or as required by applicable U.S. law (such as pursuant to a subpoena or, for the University, the California Public Records Act), or as otherwise authorized in writing by the other Party. In the event of expiration or termination of this Agreement, the requirements of this Section shall continue to apply to any Protected Information

which continues to be stored, processed, or used by either Party following termination of this Agreement.

14. Miscellaneous

14.1 Governing Law

This Agreement will be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions. Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought will be exclusively in the County of Alameda.

14.2 Relationship of the Parties

In the performance of this Agreement, the Parties, and their officers, agents and employees, will act as independent contractors. Nothing in this Agreement will create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes.

14.3 Force Majeure

If any Party fails to timely perform its obligations under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event.

14.4 Assignment

Neither Party may assign this Agreement without the written consent of the other Party.

14.5 Severability

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

14.6 Integration

This Agreement, including any exhibits, constitutes the entire understanding and agreement between the Parties as to all matters contained herein, and supersedes all prior agreements, representations and understandings of the Parties. The parties may utilize their standard forms of purchase orders, invoices, quotations and other such forms in administering this Agreement, but any of the terms and conditions printed or otherwise appearing on such forms will not be applicable and will be void. Modifications, including additions or revision of any terms and conditions may only be made by a written agreement signed by both Parties that expressly states in the title of such document an intent to amend this Agreement.

14.7 Waiver

No waiver of any provision of this Agreement will be effective unless made in writing and signed by the waiving party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, will not

prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

14.8 Counterparts

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which will be deemed an original and all of which together will constitute one instrument.

14.9 Headings

Article and Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

15. Notice

All notices under this Agreement must be in writing, and must be mailed or delivered by hand or recognized overnight delivery service to the Party to whom such notice is being given. Any such notice will be considered to have been given when received by the Party to whom notice is given or upon receipt by the sending Party of written confirmation of refusal of delivery by the Party to whom notice is sent.

University's representative for all purposes will be:

Name: Deborah McKoy, Director

Address: Center for Cities and Schools, Institute for Urban and Regional Development,
324 Wurster Hall, Berkeley CA 94720-1870

Phone: 510-643-3105

Email: debmckoy@berkeley.edu

SCUSD's representative for all purposes will be:

Name: Vanessa Marrero, Director, College and Career Readiness

Address: Sacramento Unified School District, Sacramento CA 95824

Phone: 916-368-6537

Email: vanessa-marrero@scusd.edu

16. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the duly authorized Parties have executed this Agreement as of the Effective Date.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Name: Jorge A. Aguilar
Title: Superintendent
Date: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Quan Luc
Name: Quan Luc
Title: Senior Business Contracts Officer
Date: August 23, 2019

EXHIBIT A



Y-PLAN Sacramento
Professional Service Proposal to
SCUSD College and Career Readiness Department

September 2019 – August 2021

Y-PLAN Professional Development Institute:
Bringing high quality, integrated projects and civic work based learning to support
SCUSD Career Pathway Development

Overview: Based at UC Berkeley, the [Y-PLAN](#) (Youth – Plan, Learn, Act, Now) civic education strategy engages young people in authentic city planning and policy-making to build vibrant, equitable and resilient communities and schools. Since 2000, Y-PLAN has developed into a national model of civic-led work-based learning reaching over 12,000 students, educators and civic partners nationwide. Locally and across the nation, Y-PLAN has proven to be an effective strategy to achieve both linked-learning and sustainable community planning goals engaging students in a range of experiences along the WBL continuum.

For the past five years, CC+S has partnered with SCUSD through the support of The California Endowment to improve quality and impact of Health Pathways at two schools - Hiram Johnson and Health Professions High Schools. TCE and the SCUSD School to Career office invited CC+S to bring the Y-PLAN methodology to these health pathways, recognizing how Y-PLAN is both driven by career academy research and aligned to SCUSD academic goals and vision. Rather than being another add-on to already demanding school activities, Y-PLAN is aligned to common core curriculum and fits into the career pathways model fulfilling pathway requirements as both an integrated academic project and innovative form of in-school civic work based learning.

The time is right to build on these early lessons and experiences by bringing the Y-PLAN methodology system-wide. We aim to do by by deepening and expanding the most effective aspects of this work, such as the in-school civic consulting model for WBL while also developing new policy innovations such as: (a) incorporating a Portfolio Defense model within the Y-PLAN current methodology and (b) cultivating Dual Enrollment options for Y-PLAN aligned courses.

Project Goal: *Increase access to and improve quality of SCUSD career pathways through Y-PLAN educational model and strategy. Focus for years 1 - 2 on California Partnership Academies then expanded to reach up to all 28 pathways potentially in year 3.*

~~The~~ CC+S Y-PLAN Sacramento Professional Development Initiative will be a three year partnership (2019 – 2022) building on the recent highly successful pilot and support the development and deepening of Y-PLAN across 8 California Partnership Academy pathways and potentially up to all 28 career pathways in SCUSD in coming 3 academic year/s.

CC+S offers 4 areas of support, depending on current SCUSD needs and available resources:

1. **Career Pathway/Academy Teacher Capacity Building:** Provide professional development training, on-site coaching support for teachers across 8 - 12 academies in targeted schools to plan integrated-curriculum,

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BCMS #15577

and develop Y-PLAN community/social action projects in partnership with local community leaders, business and civic leaders.

- One core component will be identifying SCUSD Y-PLAN Teacher Fellow/s at each targeted school to lead local implementation and project development.
2. **Civic Partner Capacity Building + Social Action/Equity Action Project Development:** Work with Mayor's Office and other civic agencies and organizations to build out network of public/community professionals in Sacramento to partner with young people and local schools as legitimate and important stakeholders in local planning and policy development. CC+S will prepare a "menu" of civic projects that teachers can choose from to align with their Pathway theme and goals and academic outcomes.
 3. **Student/Adult Ally Assessment and Formative Evaluation:** CC+S will work closely with SCUSD and education partners to introduce research components into planning and implementation to effectively document best practices, challenges, and outcomes for Y-PLAN CPA students and adult allies/health professional participant outcomes.
 4. **PLUS Policy Research and Graduate Fellows Program** - To support the policy innovations and systemic changes, CC+S will provide PLUS Policy Fellows to conduct research on best practices, conduct survey of internal/external needs for SCUSD and civic partners and prepare a series of short policy briefs to be shared with SCUSD leadership and teachers.

SCUSD Capacity Building in Y-PLAN: SCOPE OF WORK

- Deepen and expand on current Y-PLAN Sacramento model and expand Y-PLAN healthy academy model to 4 CPA career pathways within the existing schools (Health Professions and Hiram Johnson) and two additional schools in year one, 8 in year 2, and up to 12 in year 3.
- CC+S will provide 4 Professional Development Institutes - two at UC Berkeley and two at SCUSD
- CC+S will work with SCUSD and partner teachers, "education fellows", at 3 - 4 school sites on internal assessment to document the change and student learning over the year.
- *Digital Technology Support* - CC+S will develop an suite of digital tools and Sacramento portal to support cross site sharing and resources sharing.

Culminating Events:

- CC+S, in conjunction with SCUSD, will support school-based final events for all students to present their proposals to civic clients. This will include all pathway students to ensure everyone participates in the "going public" phase of the Y-PLAN process.
- City Hall/UC Berkeley Spring Summit - CC+S will work with Y-PLAN teacher leaders to support and facilitate culminating annual Summits that will bring representative students from each classroom together to share their proposals with peers, educators, and city and community leaders.

Student Voice/Advanced Leadership Development

- CC+S will work with teachers to cultivate a leadership core of Y-PLAN Student Scholar alumni. This core will supplement the work already being done with the Men's and Women's Leadership Initiatives by bringing the planning and research expertise of Y-PLAN Student Scholar alumni to serve in an advisory capacity.
 - An option to explore is framing/establishing such leadership opportunities as actual Work Based Learning opportunities as these leaders would be conducted a clear set of work and policy objectives for SCUSD as well as civic partners - as they would with any summer internship.

- CC+S developed a model of this with San Francisco and Oakland Unified School to Career offices in prior years.

Assessment and Documentation:

- CC+S will work with partner teachers at 2 - 3 school sites on internal assessment to document the change and student learning over the year.
- CC+S will prepare a final report on strengths, challenges and opportunities for growth and expansion to other SCUSD CPA academies.

Policy Support and Best Practices Research:

- SCUSD becomes a PLUS Leadership Partner offering 2 UC Berkeley graduate student fellows as direct policy support for SCUSD School to Career Education Office
- Support will include:
 - Monthly meetings (alternating on site and video) with Career Development Director
 - 2 - 3 policy innovation best practice research and reports on priority educational strategies including: (a) Portfolio Defense Assessment and program alignment to CPA and Career Education goals and (b) dual enrollment strategies and opportunities with local community colleges.
 - Final report and policy briefs prepared as digital and engaging documents that SCUSD can share with leadership, teachers and community/civic partners.

EXHIBIT B

PI: Deb McKoy							
TITLE: Sacramento City USD							
Sponsor:	Non-Federal	Cap?		100,000			
RFP:							
IDC Base:	Modified Total Direct Costs						
IDC Rate:	Other	9.0%	Years:	2			

PERIOD 1		PERIOD 2		PROJECT TOTAL
12	Months	12	Months	
07.01.2019		07.01.2020		
06.30.2020		06.30.2021		

PERSONNEL									
0%		Deb McKoy	Effort (%):	12.00	10.00%	12.00	10.00%	Salary	
			Monthly:		11,800		12,154		28,745
					14,160		14,585		
		PI (Academic)	Benefits:		38.0%		38.0%	Benefits	
					5,381		5,542		10,923
					19,541		20,127		39,668
0%		Amanda Eppley	Effort (%):	12.00	15.00%	12.00	15.00%	Salary	
			Monthly:		6,680		6,880		24,409
					12,024		12,385		
		Staff	Benefits:		46.0%		46.0%	Benefits	
					5,531		5,697		11,228
					17,555		18,082		35,637
0%		GSR	Effort (%):	12.00	24.00%	12.00	24.00%	Salary	
			Monthly:		4,012		4,132		23,456
					11,555		11,901		
		GSR RES	Semesters:	0		0		Tuition	
					-		-		
					11,555		11,901		23,456
0%		Admin	Effort (%):	12.00	10.00%	12.00	10.00%	Salary	
			Monthly:		4,012		4,132		9,773
					4,814		4,959		
		Staff	Benefits:		46.0%		46.0%	Benefits	
					2,214		2,281		4,495
					7,028		7,240		14,268
0%		Academic Coordinator	Effort (%):	12.00	100.00%	12.00	100.00%	Salary	
			Monthly:		5,000		5,000		120,000
					60,000		60,000		
		Other Academic	Benefits:		38.0%		38.0%	Benefits	
					22,800		22,800		45,600
					82,800		82,800		165,600
Total Salaries					102,553		103,830		206,383
Total Benefits					35,926		36,320		72,246
Total Tuition					-		-		
TOTAL					138,479		140,150		278,629
EQUIPMENT/RENT									
TRAVEL									
INF	0%	Category	Description		Amount		Amount		TOTAL
		DOMESTIC			4,000		4,000		8,000
TOTAL					4,000		4,000		8,000
PARTICIPANT SUPPORT									
OTHER DIRECT COSTS									
INF	0%	Category	Description		Amount		Amount		TOTAL
		MAT & SUP	Supplies		4,086		4,190		8,276
		CONSULTANTS	Myrna		5,000		5,000		10,000
		CONSULTANTS	On site coaching		10,000		10,000		20,000
		MAT & SUP	Curriculum		2,164		2,862		5,026
		MAT & SUP	Technology Hardware		2,500		2,500		5,000
		COMP SERV	Website/tech support		5,000		5,000		10,000
		MAT & SUP	Events		5,000		2,500		2,500
		OTHER	PLUS Fellows		5,000		5,000		10,000
TOTAL					38,750		37,052		70,802
SUBCONTRACTS									
		Gael	1.55%		1,590		1,609		3,199
		UCRP	0.65%		667		675		1,342
DIRECT COSTS REQUESTED					183,486		183,486		366,972
NIH Subtotal (excludes Subcontract F&A)					183,486		183,486		366,972
IDC Base: Modified Total Direct Costs					183,486		183,486		366,972
TOTAL - Indirect Costs 9.0%					16,514		16,514		33,028

PI:	Deb McKoy
TITLE:	Sacramento City USD

Sponsor:	Non-Federal	Cap?	100,000
RFP:			
IDC Base:	Modified Total Direct Costs		
IDC Rate:	Other	9.0%	Years: 2

PERIOD 1	
12	Months
07.01.2019	
06.30.2020	

PERIOD 2	
12	Months
07.01.2020	
06.30.2021	

PROJECT TOTAL

TOTAL COSTS REQUESTED	200,000	200,000	400,000
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[illegible]

16/07/15	100,000
100,000	100,000

Principal Investigator (Last, First): _____

COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD	
07.01.2019 to 06.30.2021	

BUDGET CATEGORY	From: To:	07.01.2019	07.01.2020				
		06.30.2020	06.30.2021				Total
		Period 1	Period 2				
PERSONNEL: <i>Salary and fringe benefits.</i>		138,479	140,150				278,629
TRAVEL		4,000	4,000				8,000
MATERIALS & SUPPLIES (<i>and GAEL</i>)		10,340	13,661	-	-	-	24,001
EQUIPMENT		-	-				-
CONSULTANT		15,000	15,000				30,000
PARTICIPANT / TRAINEE SUPPORT		-	-				-
SUBRECIPIENT		-	-				-
OTHER DIRECT COSTS (ODC)	<i>Subject to IDC Calc</i>						
COMPUTER SERVICES	Y	5,000	5,000				10,000
OTHER	Y	5,000	5,000				50,000
TOTAL DIRECT COSTS		177,819	182,811				400,630
Indirect (F&A) Costs							
	<i>F&A Base</i>						
Other	<i>d Total Dire</i>	183,486	183,486				366,972
Indirect (F&A) Costs	9.00%	16,514	16,514				33,028
TOTAL ESTIMATED COSTS PER YEAR		200,000	200,000				
TOTAL ESTIMATED COSTS FOR PROPOSED PROJECT PERIOD							400,000

JUSTIFICATION. See Exhibit B1 - Follow the budget justification instructions.

Funds Reversion Dates

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Project Period Budget Flexibility (lesser of % or Amount)

Prior approval required for budget changes
between approved cost categories above the
thresholds identified

%				
Amount				

SERVICES AGREEMENT

Date: September 1, 2019 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described in Exhibit A.

ARTICLE 2. TERM.

This Agreement shall commence on September 1, 2019, and continue June 30, 2020, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: \$1,500 per day of services as may be requested by District, not to exceed a maximum of 68.67 days of service. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Three Thousand Dollars (\$103,000).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Angela Novotny, Principal, John Sloat Elementary School, 7525 Candlewood Way, Sacramento, California 95822.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). Contractor shall obtain subsequent arrest service from DOJ for ongoing notification regarding an individual whose fingerprints were submitted pursuant to §45125.1. Upon receipt of such a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such a subsequent arrest notification. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

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

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

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

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

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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

(Signature page follows)

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

CONDITIONS FOR LEARNING

By: _____
Rose Ramos
Chief Business Officer

By: _____
Jason Knighton
Chief Executive Officer

10/3/19
Date

Date

EXHIBIT A

August 19, 2019

Conditions For Learning: A Proposal for Services

Submitted to: Angela Novotny, Principal, John Sloat Elementary and Tu Moua, Sacramento City Unified School District

Submitted by: Jason Knighton, Conditions For Learning

Conditions For Learning is an educational organization helping educators create classroom environments where students are responsible, respectful, and have a vested interest in learning and working together. Conditions For Learning will provide professional development and on-site training at John Sloat Elementary to support teachers in implementing strategies that develop engaging classroom instruction.

Vision: To position John Sloat Elementary as a vibrant center of learning and social change for students, families, and the community.

Mission: Conditions For Learning will support John Sloat Elementary educators in aligning Sacramento City Unified School District's strategic plan, 21st century skills, and Standards-Based Project Based Learning through on-site training and in-class support.

Conditions For Learning in partnership with John Sloat educators and stakeholders will:

- Support job embedded grade level curriculum planning, in-class coaching, and student work analysis through the utilization of **Professional Learning Community** collaboration practices.
- Develop instruction and curriculum in language arts, math, science and social studies that captures student interest and motivates and challenges each child-regardless of ability level – to higher achievement (Sac City Strategic Plan) – **through Units of Study and Project Based Learning**
- Support mathematics instruction through **Lesson Design/Delivery, Formative Assessment, and Differentiation**
- Develop Inventive Thinking, Adaptability, Managing Complexity and Self-Direction (21st Century Skills) – **through Structuring Interaction, and Project Based Learning**
- Support educators in developing in-class literacy interventions and supports – **through Formative Assessment - Words Their Way, Monthly Writing Samples, and Reciprocal Teaching**
- Promote English Language Acquisition and Development through academic vocabulary instruction and (2) authentic exhibitions/presentations – **through Units Of Study and Project Based Learning**

Dates	Description	Days/Cost	Total
August 2019-June 2020	On-site Training, Collaborative Planning, and In-class Support for: <ul style="list-style-type: none">• Instructional Practices Coaching (Lesson Design & Delivery Coaching, Structuring Interaction, Reciprocal Teaching, Formative Assessment and Differentiation)• Development and Implementation of Standards Based Units Of Study and Project Based Learning	67 days \$1,500 each	\$103,000

Respectfully submitted,

Jason Knighton
Founder & Educator
Conditions For Learning

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Boys and Girls Clubs (BGC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Boys and Girls Club of Greater Sacramento to develop, maintain and sustain programs that offer Expanded Learning services to **Edward Kemble and Ethel I Baker (program to be held at Boys and Girls Club, Teichert branch)** under the After School Education and Safety (ASES) expanded learning grant during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse BGC for direct services not to exceed **\$234,613.66** be made in installments upon receipt of properly submitted invoices. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	Program Site Name	Contract Amount	Attendance Target Days (180)
ASES	Boys and Girls Club	\$121,872.19	90
ASES	Edward Kemble	\$112,741.47	83
Total Amount		\$234,613.66	

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

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

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

E. Fingerprinting Requirements. As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All BGC employees will submit their fingerprints processing forms to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* BGC shall maintain the confidentiality of student or pupil records

and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2019, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

I. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity,

sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____ Date _____
Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

AGENCY NAME:

By: Kimberly Key 9/3/19
Authorized Signature Date
Print Name: Kimberly Key
Title: CEO

DISTRICT shall:

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

Boys and Girls Clubs shall:

1. Provide a comprehensive Expanded Learning academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by BGC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **BGC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.

11. Develop special activities or field trips for the sites individually and collectively. BGC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. 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.
13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.**
18. 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. 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.

Sacramento City Unified School District and Boys and Girls Clubs of Greater Sacramento:
Program Expectations
Attachment B

District Expectations for Expanded Learning Programs:

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

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21st CCLC programs must remain open until 6:00 PM
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
 - j. Volunteer Process –Policies, Procedures, Code of Conduct ✓
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:

- a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Arca representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Center for Fathers and Families (CFF) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Center for Fathers and Families to develop, maintain and sustain programs that offer Expanded Learning services to **Father Keith B. Kenny, H.W. Harkness, New Joseph Bonnheim and Oak Ridge Elementary** under the After School Education and Safety (ASES) grant during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse CFF for direct services not to exceed **\$507,788.24** be made in installments upon receipt of properly submitted invoices. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Father Keith B. Kenny	\$140,360.55	103
ASES	H.W. Harkness	\$131,430.80	97
ASES	New Joseph Bonnheim	\$112,741.21	83
ASES	Oak Ridge	\$123,255.68	91
Total Amount		\$507,788.24	

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

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

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

E. Fingerprinting Requirements. As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CFF agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All CFF employees will submit their fingerprinting Authorization form to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CFF of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CFF agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CFF shall maintain the confidentiality of student or pupil records

and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2019, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____ Date _____
Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

AGENCY NAME: Center for Fathers and Families
By: [Signature] 9/4/2019
Authorized Signature Date
Print Name: RICHARD T. JENNINGS, II
Title: CHIEF EXECUTIVE DIRECTOR

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

DISTRICT shall:

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

Center for Fathers and Families shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by CFF and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **CFF shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities or field trips for the sites individually and collectively. CFF shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. 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.

13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.**
18. 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. Other areas as agreed upon by both parties.

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards> .
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services Department

And

City of Sacramento, Teen Services

The Sacramento City Unified School District ("District") and the City of Sacramento, Teen Services (CITY OF SAC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento, Teen Services to develop, maintain and sustain programs that offer Expanded Learning services to **Sam Brannan Middle School** under the After School Education and Safety (ASES) expanded learning grant during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse CITY OF SAC for direct services not to exceed **\$150,925.32** be made in installments upon receipt of properly submitted invoices.

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

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

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Sam Brannan	\$150,925.32	111
Total Amount		\$150,925.32	

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

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

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

E. Fingerprinting Requirements. As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. City of Sac agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All City of Sac employees will submit their fingerprinting processing forms to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify City of Sac of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, City of Sac agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

I. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity,

sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

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

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

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

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

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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: _____
Jorge A. Aguilar
Superintendent
Sacramento City Unified School District
_____ Date

AGENCY NAME:

By: _____
Authorized Signature
_____ Date

Print Name: _____

Title: _____

DISTRICT shall:

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

City of Sacramento, Teen Services shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by CITY OF SAC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **CITY OF SAC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities or field trips for the sites individually and collectively. CITY OF SAC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. 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.

13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.**
18. Utilize the Continuous Quality Improvement tool, 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. Other areas as agreed upon by both parties.

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Leaders of Tomorrow (LOT) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain programs that offer Expanded Learning services to **John Sloat and Isador Cohen Elementary** under the After School Education and Safety (ASES), 21st Century Community Learning Centers expanded learning grants during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse LOT for direct services not to exceed **\$314,362.98** be made in installments upon receipt of properly submitted invoices. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	Program Site Name	Contract Amount	Attendance Target Days (180)
ASES	John Sloat	\$113,193.99	83
After School-School Site Funds	John Sloat	\$22,950.00	20
ASES	Isador Cohen	\$113,193.99	83
21 st CCLC After School	Isador Cohen	\$34,425.00	30
21 st CCLC Before School	Isador Cohen	\$30,600.00	40
Total Amount		\$314,362.98	

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, LOT shall provide documentation of **\$47,154.45** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. LOT agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All LOT employees will submit their fingerprint processing forms to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify LOT of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, LOT agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2019, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____

Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

Date

AGENCY NAME: Leaders of Tomorrow ASP

By: _____

Rondel Ventress
Authorized Signature

10-2-19
Date

Print Name: _____

Rondel Ventress

Title: _____

Executive Director

DISTRICT shall:

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

Leaders of Tomorrow shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by LOT and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers are required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **LOT shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities or field trips for the sites individually and collectively. LOT shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. 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.

13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.**
18. 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. Other areas as agreed upon by both parties.

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services Department

And

New Hope Community Development Corporation

The Sacramento City Unified School District ("District") and the New Hope Community Development Corporation (NHDCDC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage New Hope Community Development Corporation to develop, maintain and sustain programs that offer support services to **Sol Aureus College Preparatory, Hollywood Park and William Land (Before School)** programs and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned school sites during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse NHDCDC for direct services not to exceed **\$266,500.22** be made in installments upon receipt of properly submitted invoices. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Sol Aureus College Preparatory	\$108,666.23	80
ASES	Hollywood Park	\$113,193.99	83
Central Office Funds Title I	William Land (Before School)	\$44,640.00	62
Total Amount		\$266,500.22	

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NHCDC shall provide documentation of **\$39,975.03** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All NHCDC employees will submit their fingerprinting Authorization forms to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____
Jorge A. Aguilar
Superintendent
Sacramento City Unified School District
_____ Date

AGENCY NAME:

By: _____
Authorized Signature
_____ Date

Print Name: _____

Title: _____

DISTRICT shall:

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

New Hope Community Development Corporation shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by NHCDC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **NHCDC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities or field trips for the sites individually and collectively. NHCDC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. Attend and provide monthly reports at designated Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.**
18. 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. Other areas as agreed upon by both parties.

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards> .
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Roberts Family Development Center (RFDC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Roberts Family Development Center to develop, maintain and sustain programs that offer support services to **Leataata Floyd Elementary** programs and recreational activities supporting the After School Education and Safety (ASES), 21st Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse RFDC for direct services not to exceed **\$223,666.21** be made in installments upon receipt of properly submitted invoices. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Leataata Floyd	\$112,741.21	83
21 st CLC After School	Leataata Floyd	\$95,625.00	83
21 st CLC Before School	Leataata Floyd	\$15,300.00	20
Total Amount		\$223,666.21	

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of **\$33,549.93** as in-kind match (15% of the contract amount) to the District.

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

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

E. **Fingerprinting Requirements.** As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All RFDC employees will submit their fingerprinting Authorization forms to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2019, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____
Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

Date

AGENCY NAME:

By: Derrell K. Roberts
Authorized Signature

Date 8/24/2019

Print Name: Derrell K. Roberts

Title: C.E.O.

Sacramento City Unified School District and Roberts Family Development Center:
Attachment A

DISTRICT shall:

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

Roberts Family Development Center shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by RFDC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **RFDC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities or field trips for the sites individually and collectively. RFDC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. 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.

13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.**
18. 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. Other areas as agreed upon by both parties.

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
- 6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
- 7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards> .
- 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
- 9. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
- 10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
- 11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
- 12. Program managers and instructional aids will participate in district offered professional development.
- 13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES

Between

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

The Sacramento City Unified School District ("District") and the Rose Family Creative Empowerment Center (RFCEC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

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

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse RFCEC for direct services not to exceed **\$651,424.26** be made in installments upon receipt of properly submitted invoices. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to

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

Breakdown:

Program	School/Site Name	Contract Amount	Attendance Target Days (180)
21 st Century ASSETs	Luther Burbank High School	\$110,000.00	250
ASES	John H. Still K-8	\$175,824.97	129
ASES	Parkway Elementary	\$125,494.40	92
ASES	Susan B. Anthony Elementary	\$194,240.89	143
Central Office Funds	Phoenix Park Community Center	\$45,864.00	40
Total Amount		\$651,424.26	

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of **\$97,713.64** as in-kind match (15% of the contract amount) to the District.

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

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

E. **Fingerprinting Requirements.** As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All RFCEC employees will submit their fingerprint processing forms to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2019, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

By: _____

Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

Date

AGENCY NAME:

By: _____

Jackie Rose
Authorized Signature

8/29/19
Date

Print Name: JACKIE ROSE

Title: Executive Director

DISTRICT shall:

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

Rose Family Creative Empowerment Center shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by RFCEC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **RFCEC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities or field trips for the sites individually and collectively. RFCEC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. 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.

13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.**
18. 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. Other areas as agreed upon by both parties.

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES**Between**

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

The Sacramento City Unified School District ("District") and the Sacramento Chinese Community Service Center (SCCSC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain programs that offer support services to A.M. Winn K-8, Abraham Lincoln Elementary, Albert Einstein Middle, Bowling Green Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, Cesar Chavez, David Lubin Elementary, Earl Warren Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, Hubert H. Bancroft Elementary, John Bidwell Elementary, John Cabrillo Elementary, Kit Carson International Academy, Martin Luther Jr., K-8, Nicholas Elementary, O.W. Erlewine Elementary, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, School of Engineering and Science, St. Hope Public School 7, Tahoe Elementary, Theodore Judah Elementary, Will C. Wood Middle, William Land Elementary, Woodbine Elementary, Arthur A. Benjamin Health Professions High, Rosemont High, American Legion High, C.K. McClatchy High, Hiram Johnson High, John F. Kennedy High, and Sacramento Charter High programs and recreational activities supporting the After School Education and Safety (ASES), 21st Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SCCSC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. SCCSC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-

sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. **Payment.** For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse SCCSC for direct services not to exceed \$4,499,837.44 be made in installments upon receipt of properly submitted invoices.

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

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	A.M. Winn K-8	\$131,305.03	97
ASES	Abraham Lincoln	\$113,193.99	83
ASES	Albert Einstein	\$150,925.32	90
ASES	Bowling Green	\$113,697.07	84
ASES	California Middle	\$150,774.39	111
ASES	Camellia Basic	\$113,193.99	83
ASES	Caroline Wenzel	\$112,741.21	83
ASES	Cesar Chavez	\$113,193.99	83
ASES	David Lubin	\$83,473.77	61
ASES	Earl Warren	\$113,193.99	83
ASES	Ethel Phillips	\$113,193.99	83
ASES	Fern Bacon	\$150,925.32	111
ASES	Golden Empire	\$113,193.99	83
ASES	Hubert H. Bancroft	\$97,799.61	72
ASES	John Bidwell	\$113,193.99	83
ASES	John Cabrillo	\$113,193.99	83
ASES	Kit Carson	\$97,401.92	72
ASES	Martin Luther King, Jr.	\$113,193.99	83
ASES	Nicholas	\$115,457.87	85
ASES	O.W. Erlewine	\$113,193.99	83
ASES	Pacific	\$115,457.87	85
ASES	Peter Burnett	\$137,191.12	101
ASES	Pony Express	\$113,193.99	83
ASES	School of Engineering and Science	\$95,082.96	70
ASES	St. Hope Public School 7	\$150,925.32	111
ASES	Tahoe	\$113,193.99	83
ASES	Theodore Judah	\$113,193.99	83

ASES	Will C Wood	\$150,925.32	111
ASES	William Land	\$130,399.48	96
ASES	Woodbine	\$113,193.99	83
21 st CCLC – After School	Cesar Chavez	\$34,425.00	30
21 st CCLC – Before School	Cesar Chavez	\$30,600.00	40
21 st CCLC	Ethel Phillips	\$34,425.00	30
21 st CCLC	Martin Luther King, Jr.	\$96,390.00	83
Central Office Funds – Title I	Nicholas – After School	\$17,199.00	15
Central Office Funds – Title I	Pacific – Before School	\$25,200.00	35
Central Office Funds – Title I	Tahoe – Before School	\$25,200.00	35
Central Office Funds – Title I	Earl Warren – After School	\$17,199.00	15
Central Office Funds- Title I	C.K. McClatchy	\$75,000.00	200
21 st Century ASSETs	American Legion	\$60,000.00	50
21 st Century ASSETs	Arthur A. Benjamin Health Professions	\$65,000.00	75
21 st Century ASSETs	Hiram Johnson	\$110,000.00	250
District Funds – After School	John F. Kennedy	\$115,000.00	250
21 st Century ASSETs	Rosemont	\$110,000.00	250
21 st Century ASSETs	Sacramento Charter High	\$115,000.00	250
Total Amount		\$4,499,837.44	

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SCCSC shall provide documentation of \$674,975.61 as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background

investigation by SCUSD. SCCSC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All SCCSC employees will submit their fingerprint processing forms to SCUSD Human Resources which provides live scan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify SCCSC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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

G. Period of Agreement. The term of this Agreement shall be from August 1, 2019, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. SCCSC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by SCCSC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SCCSC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges,

debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

DISTRICT:

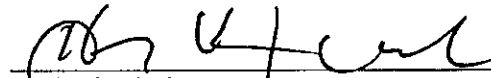
By:

Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

Date

AGENCY NAME: Sacramento Chinese Community Service Center, Inc

By:


Authorized Signature

9/5/2019

Date

Print Name: Henry Kloczkowski

Title: Executive Director

DISTRICT shall:

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

Sacramento Chinese Community Service Center shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by SCCSC and adjustments made to ensure that the program maximizes all funding reimbursements not to exceed available funding.
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. SCCSC shall maintain 85% or above of targeted attendance for the school site for the entire year.
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities or field trips for the sites individually and collectively. SCCSC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
12. Attend and provide monthly reports at designated Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.

13. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
14. Communicate progress of project/partnership development on a timely and consistent manner to the District.
15. Communicate new partnership opportunities with the District.
16. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
17. Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/20 and sufficient staffing to maintain a 20:1 student/staff ratio.
18. 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.
19. 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.
20. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents in supporting family engagement.
22. Other areas as agreed upon by both parties.

School Site shall:

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

District Expectations for Expanded Learning Programs:

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

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

5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. Each program site will have their own program plan based on the needs of their students
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.

AGREEMENT FOR SERVICES**Between**

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

The Sacramento City Unified School District ("District") and the Target Excellence (TE) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2019 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Target Excellence to develop, maintain and sustain programs that offer support services to **Bret Harte Elementary, Elder Creek Elementary, James Marshall Elementary, Mark Twain Elementary and Rosa Parks K-8** programs and recreational activities supporting the After School Education and Safety (ASES) programs at the above mentioned program sites during the school year 2019-2020. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse TE for direct services not to exceed **\$805,798.10** be made in installments upon receipt of properly submitted invoices. Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Bret Harte	\$131,305.03	97
Extended Kinder Care Central Office Funds	Bret Harte	\$11,700.00	Contingent to Kinder enrollment
ASES	Elder Creek	\$285,479.77	210
ASES	James Marshall	\$113,193.99	83
ASES	Mark Twain	\$113,193.99	83
ASES	Rosa Parks	\$150,925.32	111
Total Amount		\$805,798.10	

The final installment shall not be invoiced by TE or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, TE shall provide documentation of \$120,869.71 as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by Sacramento City Unified School District (SCUSD), all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. TE agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. All TE employees will submit their fingerprint processing forms to SCUSD Human Resources which provides livescan services on first come first serve basis. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify TE of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, TE agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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G. Period of Agreement. The term of this Agreement shall be from August 1, 2019, through June 30, 2020. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

DISTRICT:

By: _____

Jorge A. Aguilar
Superintendent
Sacramento City Unified School District

Date

AGENCY NAME: _____

By: _____

Authorized Signature

Date

Print Name: _____

Title: _____

DISTRICT shall:

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

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4. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
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18. 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.
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1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

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

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

- a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2017-2018-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.