



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

**Meeting Date:** October 20, 2016

**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, Career and Life Ready Graduates; Family & Community Empowerment; Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Facilities Projects

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

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer  
Kimberly Teague, Contract Specialist

**Approved by:** José L. Banda, Superintendent

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

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>ACADEMIC OFFICE</u></b>		
A17-00035 U.S. Department of Education	10/1/16 – 9/30/18: Two year Federal Innovative Approaches to Literacy Grant for the <i>Growing Lifelong Readers</i> project. Funds will be used to target underperforming schools for intensive literacy support.	\$750,000 – Year 1 \$707,390 – Year 2

### **NUTRITION SERVICES**

A17-00036 California Department of Education	10/1/16 – 6/30/17: Fresh Fruit and Vegetable Program Grant. This federal assistance program provides an additional free fresh fruit or vegetable snack to students during the school day as a supplement to (and not part of) the School Breakfast Program and National School Lunch Program; and teaches students about good nutrition. Sites that will receive this funding are Cesar Chavez Elementary and John Still K-8.	\$60,278 No Match
--	---	----------------------

### **SPECIAL EDUCATION**

A17-00038 California Department of Education	7/1/15 – 9/30/17: Mental Health Average Daily Attendance (ADA) Allocation Grant. This federal grant is allocated to Special Education Local Planning Agencies (SELPA) for the specific provision of providing Educationally Related Mental Health Services (ERMHS) to qualified students receiving special education services. This provision of services is pursuant to requirements of the Individuals with Disabilities Act.	\$477,504 No Match
--	---	-----------------------

## **EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>FACILITIES SUPPORT SERVICES</u></b>		
SA17-00185 Premier Management Group	9/1/16 – Completion of Services. Construction Management services for construction of the new two-story multi-classroom building at Theodore Judah Elementary School.	\$106,000 Measure Q Funds

### **YOUTH DEVELOPMENT**

SA17-00205 City of Sacramento	9/1/16 – 6/30/17: Develop, maintain and sustain the "PASSAGES" program that offers support services after school to Sam Brannan Middle School students.	\$105,000 After School Education & Safety Funds
SA17-00206 Center for Fathers & Families	9/1/16 – 6/30/17: Develop, maintain and sustain the Before & After School Programs at Fr. Keith B. Kenny, H.W. Harkness and Isador Cohen Schools.	\$362,350 21 <sup>st</sup> Century Community Learning Ctr; After School Education & Safety Funds

SA17-00207 Focus on Family Education	9/1/16 – 6/30/17: Develop, maintain and sustain the After School Programs at Parkway Elementary School & Community-Based Phoenix Park; and Develop, maintain and sustain VAPA Program Friday and/or Saturdays at John Still K-8 School.	\$211,244 21 <sup>st</sup> Century Community Learning Ctr; After School Education & Safety Funds
SA17-00208 Boys & Girls Club	9/1/16 – 6/30/17: Develop, maintain and sustain the Before & After School Programs at Edward Kemble, Ethel I. Baker and Leataata Floyd Elementary Schools.	\$260,862 21 <sup>st</sup> Century Community Learning Ctr; After School Education & Safety Funds
SA17-00209 City of Sacramento START	9/1/16 – 6/30/17: Develop, maintain and sustain the Before & After School Programs at Ethel Phillips, Golden Empire, Hollywood Park, James Marshall, O.W. Erlewine, Peter Burnett, Pony Express, Susan B. Anthony, Tahoe, Theodore Judah Elementary Schools.	\$1,373,635 21 <sup>st</sup> Century Community Learning Ctr; After School Education & Safety Funds
SA17-00211 New Hope Community Development	9/1/16 – 6/30/17: Develop, maintain and sustain the Mandarin Language Immersion Program as well as After School Programs at William Land Elementary School; Develop, maintain and sustain the After School Program at Sol Aureus College Preparatory Independent Charter School.	\$133,106 21 <sup>st</sup> Century Community Learning Ctr; After School Education & Safety Funds
SA17-00212 Roberts Family Development Center	9/1/16 – 6/30/17: Develop, maintain and sustain the After School Programs at Cesar Chavez, Edward Kemble, John Still, John Sloat and Leataata Floyd Elementary Schools and the Meadow Glen & Marina Vista Communities; as well as facilitate Family Literacy Programs at John Still, John Sloat and the Meadow Glen Community for parents and guardians of students.	\$144,038 21 <sup>st</sup> Century Community Learning Ctr; After School Education & Safety Funds

### **APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Vehicles (Five Vans)	Nutrition Services	None	Surplus
Ice Chests (100 old, damaged, unusable)	Nutrition Services	None	Surplus
Books	Warehouse	None	Surplus

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Project:** Lease-Leaseback Agreement for Emergency Roof Repair at  
Charles A. Jones Career & Education Center (Multi-Purpose Room)

**Recommendation:** Award to Landmark Construction

**Amount/Funding:** \$939,361 – Community Facilities District No. 2 Funds (Mello Roos)

The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

This delivery method to construction has been recognized by the State Legislature as a proven method to deliver school facilities on time, on budget, and with a reduced level of public agency risk associated with design issues, delays and cost overruns. The Lease-Leaseback Agreement establishes a Guaranteed Maximum Price which is the total sum to be paid to the builder for the project.



## **CONSTRUCTION MANAGEMENT CONTRACT**

This Contract is made on the 1st day of October, 2016 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as "District", and Premier Management Group, Inc., referred to as "Consultant" or "Construction Manager."

### **RECITALS**

WHEREAS, District is in the process of constructing a new two-story multi-classroom building at its premises located at Theodore Judah Elementary School, 3919 McKinley Blvd, Sacramento, California; and

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

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

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

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

### **AGREEMENT**

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

#### **1. PROJECT:**

Consultant services, as provided herein, are for and limited to all phases of construction and work necessary for the completion of District's New Two-Story Multi-Classroom Building hereinafter "Project," at Theodore Judah Elementary School, 3919 McKinley Blvd, Sacramento, California. "Project" as used in this Agreement shall include any and all tasks and related activities reasonable and necessary for the construction and completion of the Project, including acceptance by District.

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

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

**2. NATURE OF THE WORK:**

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

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

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

employees of the District findings regarding said Project construction and make suggestions thereon.

In addition, Consultant shall perform the following activities:

### **SCHEMATIC DESIGN PHASE**

- a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shall: (1) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify and delineate the Architect's duties, the contractor's responsibilities, the District's responsibilities, the Consultant's responsibilities; and (5) set forth a plan for the administration and coordination of all work on the Project. The plan shall provide for Architect and District review and written acceptance.
- b. Construction Manager shall establish a preliminary construction budget or allowance in the format required by District, or if applicable, by the school construction funding agency identified by District, for written approval by the District. The purpose of the cost estimate is to show probable cost in relation to District's budget. If Construction Manager perceives site considerations, which render the Project expensive or cost prohibitive, Construction Manager shall disclose such conditions in writing to District immediately. Construction Manager shall provide a preliminary written time schedule for the performance of work on the Project. This master schedule shall specify the proposed starting and finishing dates and the dates by which certain construction activities must be complete. The Consultant shall submit the master schedule to the District for written acceptance and update the master schedule, as appropriate or at least on a monthly basis for District's acceptance.
- c. Consultant shall conduct periodic Project meetings attended by the District, Architect and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The Consultant shall prepare and distribute minutes of these meetings to the District, Architect, and others in attendance.
- d. Consultant shall assist the District in preparing documents concerning the construction budget for use in obtaining or reporting on Project funding.

### **DESIGN DEVELOPMENT PHASE**

- a. Construction Manager shall provide District an updated estimate of construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the construction budget. Consultant shall prepare a Project and construction budget based on the separate divisions of the work required for the Project, following the Consultant's review of the Project plans and specifications prepared by the Architect. The Consultant shall review the budget with the District and the Architect and the Consultant shall submit the Project and construction budget to the District for acceptance. The Project and construction budget shall be revised by the Consultant as directed by the District and as necessary to ensure accuracy as changes are made throughout the Project. The proposed Project and

construction budget may not be exceeded without prior written approval by District. Consultant shall make recommendations to the District concerning revisions to the Project and construction budget that may result from design changes. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project and construction budget.

- b. Provide construction feasibility review.
- c. Provide conceptual estimating assistance to Project Manager.
- d. Provide constructability analysis consistent with its experience and qualifications.
- e. Provide scheduling information, including providing and distributing periodic reports that compare actual progress with scheduled progress for this phase of the Project.
- f. Provide cost evaluations of alternative materials and systems.

### **BIDDING PHASE**

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

### **CONSTRUCTION PHASE:**

The Construction Phase of the Project will commence with the award of the construction contract and will end sixty (60) days after acceptance of the Project by the District, as indicated by recording the Notice of Completion with the Sacramento County Recorder; provided that the Project Manager shall continue to be subject to certain construction phase services of the Consultant, as set forth in this Agreement, which extend beyond the expiration of the set sixty (60) day period.

- a. Provide general project management, including administrative, management, and related services as required to coordinate work of the contractor with any other contractor and with the activities and responsibilities of the Consultant, the District, and the Architect to complete the Project in accordance with the Project's plans and specifications, as well as the District's cost, time, and quality objectives. The Consultant shall be the party to whom all information shall be submitted.
- b. Require and review Master CPM construction schedule. Compare Contractor schedule with the schedule of any other contractor to determine if they result in a coordinated construction schedule. Require updates of schedule monthly. Prepare and distribute periodic reports that compare actual progress with scheduled progress. This evaluation shall serve as data for revision of the construction schedule report that shall be prepared and distributed to the Contractor, the District and the Architect by the Consultant. The construction schedule report shall be periodically updated to show current conditions as the work progresses. The report shall indicate actual progress compared to scheduled progress, and shall serve as the basis for progress payments to the Contractor.
- c. Material procurement consultation and advice, including recommending a schedule for the District's purchase of materials and equipment requiring long lead time procurement. Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project until such items are incorporated into the Project.
- d. Shop drawings and submittals review in cooperation with the Architect.
- e. Progress payment review, including preparing and distributing the progress payment reports. The reports shall state the total contract price, payment to date, current payment



- requested, retainage, and amounts owed. A portion of this report shall be a recommendation of payment that shall be signed by the Consultant and delivered to the District for use by the District in making payments to the Contractor.
- f. Recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, including potential schedule impacts. Implement change order procedures, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and Contractor's signatures and District authorization, and maintain logs, files, and other necessary documentation relating thereto. Regarding Contractor change order requests, the Consultant shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The Consultant shall provide to the Architect a copy of each change order request, and the Consultant shall, in its evaluations of the Contractor's requests, consider the Architect's comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the Consultant may be aware.
  - g. Quality control. Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the Contractor that does not conform to the requirements of the Construction Documents. The Consultant is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Construction Documents or to approve or accept any portion of the work not conforming to the requirements of the Construction Documents. Communication between the Consultant and Contractor with regard to quality review shall not in any way be construed as binding the Consultant, the Architect, or the District or releasing the Contractor from performing the work in accordance with the Construction Documents. No action taken by the Consultant shall relieve the Contractor of its obligation to perform the work in strict conformity with the requirements of the Construction Documents, and in strict conformity with all other applicable laws, rules and regulations. Consultant shall not be responsible for the failure of the Contractor to carry out work in accordance with the Construction Documents so long as Consultant has used all available means and undertaken good-faith efforts to secure the performance of the Contractor in accordance with the Construction Documents.
  - h. Testing and inspection review. Consultant shall assist the District in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Consultant shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Architect.
  - i. Agency approval's consultation and advice.
  - j. Project close-out consultation and advice. Consultant shall determine, after consulting with District and Architect, when the Project and the Contractor's remaining work consists of punchlist items. In consultation with the Architect, the Consultant shall prepare a list of incomplete work or work which does not conform to the requirements of the Construction Documents. The Consultant shall consult with the Architect and the District and shall determine when the Project and the Contractor's work are completed. The Consultant shall issue a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.

- k. Provide occupancy consultation and advice, and in reviewing the Master Project Schedule consider the District's occupancy requirements.
- l. Conduct a pre-construction meeting with all parties, including Contractor.
- m. Participate in periodic meetings with District, Architect and Project Manager to discuss such matters as procedures, progress problems and scheduling.
- n. Conduct weekly coordination meetings with Contractor and distribute meeting minutes. Develop 3-week short internal schedules (SIS) for use in each weekly meeting.
- o. Continuous daily on-site representation to observe Contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and Master CPM construction schedule.
- p. Consultant shall demand that Contractor provide recovery schedules where appropriate and recommend appropriate steps to take if Contractor either does not provide such schedules or the schedules are not realistic. Recovery schedules shall reflect the correct action and extraordinary efforts Contractor shall undertake to recapture lost time and shall be distributed to Architect and Project Manager.
- q. Keep records of construction progress and time schedules. Advise Contractor and District of any deviations from the time schedule that could delay timely completion and occupancy of Project. Maintain daily log documenting daily progress by trade and building as well as problems and delays. The daily log will include, but not be limited to, the weather, Contractor's staffing, work accomplished, problems encountered, rejection of material or work and other similar relevant data as the District may require.
- r. Review and respond, in cooperation with the Architect, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the Contractor for compliance with design and specifications, and ensure timely and uninterrupted progress of the work.
- s. Make offsite observations of fabricated materials and equipment within a one-hour radius. Observations outside of a sixty-mile radius will be billed on a time and materials basis.
- t. Advise regarding the amounts recommended to satisfy and assess liquidated damages, stop notices or other requirements of the construction contract documents.
- u. Analyze and advise District in cooperation with the Architect as to acceptability of test reports, methods, materials, equipment and systems.
- v. Review and advise District in cooperation with the Architect as to the acceptability of substitutions proposed by the Contractor.
- w. Review materials submitted by Contractor and assemble for and provide to District written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the Contractor and subcontractors in accordance with the Construction Documents.
- x. Use best efforts to achieve satisfactory performance from the Contractor. Consultant shall determine, through routine on-site inspections, that the work of the Contractor is being performed in accordance with the requirements of the Construction Documents in order to guard the District against defects and deficiencies in the work.
- y. When appropriate, advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the Contractor notice to recover progress on the schedule when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- z. Determine in general that the work of Contractor is being performed in accordance with the requirements of the Contractor's contract. Use best efforts to protect the District against defects and deficiencies in the work. With Architect and the District, reject work that does

not conform to the requirements of the Contractor's contract. Consultant shall consult with the Architect and the District if Contractor requests an interpretation of the meaning or intent of the drawings and specifications, and assist in the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications.

- aa. Maintain on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record documents and revisions which arise out of Contractor's contract or work; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the contract or work. Make all records available to the District. At the completion of the Project, deliver all such records and "as built" plans to the District.
- ab. Construction progress photos/videos.
- ac. Consultant shall assist the District in obtaining approvals and permits from all authorities having jurisdiction over the Project. The Consultant shall also verify that all required permits, bonds, and insurance have been obtained from the Contractor.
- ad. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the construction budget.
- ae. Consultant shall be responsible for reviewing Contractor's safety program.

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

- a. Operations and maintenance data for equipment as required by the Contract Documents for the project.
- b. Warranties for equipment put into service.
- c. Tools, spare parts and maintenance materials.
- d. A list of Construction Contractor, Vendors, and Materialmen of every tier providing services, equipment, and/or materials in connection with the Project in a formal, adequately bound, catalogued form, including the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, including nights, weekends, and holidays.
- e. Final payment consultation and advice.
- f. Change order documentation review, consultation and advice.
- g. Warranty item consultation and advice.
- h. Guarantees consultation and advice.
- j. Filing of as-built documents.
- k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall review the Contractor's checkout of utilities, operational systems, and equipment or readiness and assist in their initial start-up and testing.
- l. Consultant shall also forward all of its documents and plans to the District upon completion of the Project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project. All documents, daily logs, and any other written work product generated by Consultant shall be deemed the sole and exclusive property of District.

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

**3. DESIGNATED REPRESENTATIVE:**

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

**4. PROJECT MANAGER:**

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

**5. DISTRICT RESPONSIBILITY:**

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

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

**6. PLACE OF WORK:**

It is understood that Consultant services shall be rendered largely at the construction site located at 3919 McKinley Blvd, Sacramento, California and the District offices located at 425 1<sup>st</sup> Avenue and 5735 47<sup>th</sup> Avenue, but the Consultant will, on request, provide services at such other places as designated by the District.

**7. TIME DEVOTED TO WORK:**

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

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

**8. PAYMENT:**

District shall pay Consultant the total not to exceed One Hundred Six Thousand Dollars (\$106,000) payable in monthly installments based on the number of hours worked provided Consultant shall have submitted a prior monthly report of time spent on the Project to the District. It is understood and agreed that Consultant's hours may vary from month to month but on average will not exceed 160 hours per month except upon prior written agreement by the Parties.

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

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

**9. TRANSPORTATION:**

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

**10. TERM:**

The initial term of this Agreement shall commence on October 1, 2016 and shall continue until the Project is completed. It is understood services as provided herein will generally begin one month prior to the start of construction and end, except as otherwise stated herein, 60 days after acceptance by the District of the Project as reflected in the recording of the Notice of Completion. This Agreement may be extended upon mutual agreement of the Parties.

**11. TERMINATION:**

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

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

**12. RELATIONSHIP BETWEEN THE PARTIES:**

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

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

**13. INDEMNIFICATION:**

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

**14. INSURANCE:**

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

1. Commercial general liability insurance coverage for bodily injury, property damage, and personal injury, with policy limits of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If such insurance is not kept in force as required herein, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Consultant to the District, or District may deduct the premium from any monies owing to Consultant under this Agreement.
2. Automobile insurance covering claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance and/or use of any motor vehicle, with a combined single limit of not less than \$1,000,000 per accident.
3. Errors and omissions insurance covering the services furnished by Consultant pursuant to this Agreement, providing for coverage on per occurrence basis for a minimum of One Million Dollars (\$1,000,000.00). The insurance policy shall not contain a provision providing for any deductible greater than Fifty Thousand Dollars (\$50,000.00). If Construction Manager's errors and omissions insurance is in a claims made form, said insurance shall be carried and continued by Consultant for a period of three (3) years following the date the Notice of Completion is recorded for the Project.
4. Insurance covering claims under worker's compensation, disability benefits and other similar employee benefit acts that are applicable to the work being performed under this Agreement.

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

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

**16. FINGERPRINTING REQUIREMENTS:**

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

have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to District.

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

**17. WORK STANDARDS:**

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

**18. FURNISHING OF MATERIALS AND EQUIPMENT:**

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

**19. CALLBACKS:**

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

**20. RIGHT OF EMPLOYER TO SUPERVISE AND INSPECT:**

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

**21. LIMITATION ON DELEGATION OF PERSONAL SERVICES BY CONSULTANT:**

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

**22. CONFLICT OF INTEREST:**

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

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



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

**23. WRITTEN NOTICE:**

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

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

**24. GOVERNING LAW:**

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

**25. OTHER PROVISIONS OF LAW:**

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

**26. APPROVAL OR RATIFICATION BY BOARD OF EDUCATION:**

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

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

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

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

30. **EXECUTION BY FACSIMILE OR IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
31. **INTERPRETATION.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
32. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Consultant.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**PREMIER MANAGEMENT GROUP**

By: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

By: \_\_\_\_\_  
Wayne Sjolund  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### CONTRACTOR CERTIFICATION

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

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

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

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

---

Wayne Sjolund, President

---

Date

**AGREEMENT FOR SERVICES****Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
And  
CITY OF SACRAMENTO, TEEN SERVICES**

The Sacramento City Unified School District ("District") and the **CITY OF SACRAMENTO, TEEN SERVICES** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2016 ("Effective Date") with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage CITY OF SACRAMENTO, TEEN SERVICES to develop, maintain and sustain programs that offer support services to Sam Brannan middle school during the expanded learning hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and CITY OF SACRAMENTO, TEEN SERVICES will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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 SACRAMENTO, TEEN SERVICES shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. CITY OF SACRAMENTO, TEEN SERVICES 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 SACRAMENTO, TEEN SERVICES for direct services not to exceed **\$105,000.00** be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Sam Brannan	\$105,000.00	111
<b>Total Amount</b>		<b>\$105,000.00</b>	

The final installment shall not be invoiced by CITY OF SACRAMENTO, TEEN SERVICES or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY OF SACRAMENTO, TEEN SERVICES shall provide documentation of **\$21,000.00 in-kind match** 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 SACRAMENTO, TEEN SERVICES, and each of CITY OF SACRAMENTO, TEEN SERVICES 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 SACRAMENTO, TEEN SERVICES 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 SACRAMENTO, TEEN SERVICES 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 SACRAMENTO, TEEN SERVICES to the District.

E. Fingerprinting Requirements. CITY OF SACRAMENTO, TEEN SERVICES agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, CITY OF SACRAMENTO, TEEN SERVICES shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. CITY OF SACRAMENTO, TEEN SERVICES shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, CITY OF SACRAMENTO, TEEN SERVICES shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SACRAMENTO, TEEN SERVICES 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 SACRAMENTO, TEEN SERVICES 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, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. CITY OF SACRAMENTO, TEEN SERVICES 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 SACRAMENTO, TEEN SERVICES and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY OF SACRAMENTO, TEEN SERVICES 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. 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.

J. 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.

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

L. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO, TEEN SERVICES 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.

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

N. 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.

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

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

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

**DISTRICT:**

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

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

\_\_\_\_\_  
Date

**CITY OF SACRAMENTO, TEEN SERVICES:**

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

Authorized Signature

\_\_\_\_\_  
Date

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

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



DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize CITY OF SACRAMENTO, TEEN SERVICES in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER 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 SACRAMENTO, TEEN SERVICES site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

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, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by CITY OF SACRAMENTO, TEEN SERVICES 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. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **CITY OF SACRAMENTO, TEEN SERVICES shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. CITY OF SACRAMENTO, TEEN SERVICES shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.

15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

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

### **District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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.
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. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
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
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, 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 regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, 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 culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>

7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. 21<sup>st</sup> CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. 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.

## 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 collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2016 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage CENTER FOR FATHERS AND FAMILIES to develop, maintain and sustain programs that offer support services to H. W. Harkness, Isador Cohen (before and after school) elementary schools and Fr. Keith B. Kenny K-8 school during the expanded learning hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and CENTER FOR FATHERS AND FAMILIES will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century expanded learning programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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. CENTER FOR FATHERS AND FAMILIES shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. CENTER FOR FATHERS AND FAMILIES 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 CENTER FOR FATHERS AND FAMILIES for direct services not to exceed **\$362,350.00** be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Fr. Keith B. Kenny	\$111,600.00	103
ASES	H. W. Harkness	\$104,500.00	97
ASES	Isador Cohen	\$88,875.00	83
21st Century	Isador Cohen	\$30,375.00	24
Before School 21 <sup>st</sup> Century	Isador Cohen	\$27,000.00	40
<b>Total Amount</b>		<b>\$362,350.00</b>	

The final installment shall not be invoiced by CENTER FOR FATHERS AND FAMILIES or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CENTER FOR FATHERS AND FAMILIES shall provide documentation of **\$72,470.00 in-kind match** to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CENTER FOR FATHERS AND FAMILIES, and each of CENTER FOR FATHERS AND FAMILIES 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, CENTER FOR FATHERS AND FAMILIES 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. CENTER FOR FATHERS AND FAMILIES 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 CENTER FOR FATHERS AND FAMILIES to the District.

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

If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CENTER FOR FATHERS AND FAMILIES 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.* CENTER FOR FATHERS AND FAMILIES 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, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. CENTER FOR FATHERS AND FAMILIES 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 CENTER FOR FATHERS AND FAMILIES and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CENTER FOR FATHERS AND FAMILIES 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. 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.

J. 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.

K. Assignment. This Agreement is made by and between CENTER FOR FATHERS AND FAMILIES and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between CENTER FOR FATHERS AND FAMILIES 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.

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

N. 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.

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

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



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

**DISTRICT:**

By:

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

\_\_\_\_\_  
Date

**CENTER FOR FATHERS AND FAMILIES:**

By:

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

\_\_\_\_\_  
Date

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

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

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize CENTER FOR FATHERS AND FAMILIES in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER 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, CENTER FOR FATHERS AND FAMILIES site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

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, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by CENTER FOR FATHERS AND FAMILIES 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. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **CENTER FOR FATHERS AND FAMILIES shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. CENTER FOR FATHERS AND FAMILIES shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designated Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**

16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

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

### **District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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.
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. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
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
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, 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 regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, 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 culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning

- b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
- 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
- 9. 21<sup>st</sup> CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
- 10. 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.

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**And**  
**FOCUS ON FAMILY FOUNDATION**

The Sacramento City Unified School District ("District") and the **FOCUS ON FAMILY FOUNDATION** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2016 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage FOCUS ON FAMILY FOUNDATION to develop, maintain and sustain programs that offer support services to Phoenix Park Community based program, Parkway elementary schools, during the expanded learning hours and John Still K-8 school VAPA program and to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and FOCUS ON FAMILY FOUNDATION will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century expanded learning programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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. FOCUS ON FAMILY FOUNDATION shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. FOCUS ON FAMILY FOUNDATION 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 FOCUS ON FAMILY FOUNDATION for direct services not to exceed **\$211,244.00** be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
21 <sup>st</sup> Century	Phoenix Park Community Based Program	\$94,122.00	83
ASES	Parkway Elementary	\$104,122.00	92
VAPA	John Still K-8	\$13,000	100 (Friday and/or Saturday only)
<b>Total Amount</b>		<b>\$211,244.00</b>	

The final installment shall not be invoiced by FOCUS ON FAMILY FOUNDATION or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, FOCUS ON FAMILY FOUNDATION shall provide documentation of **\$42,248.80 in-kind match** to the District.

C. **Independent Contractor.** While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, FOCUS ON FAMILY FOUNDATION and each of FOCUS ON FAMILY FOUNDATION 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, FOCUS ON FAMILY FOUNDATION 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. FOCUS ON FAMILY FOUNDATION 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 FOCUS ON FAMILY FOUNDATION to the District.

E. **Fingerprinting Requirements.** FOCUS ON FAMILY FOUNDATION agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, FOCUS ON FAMILY FOUNDATION shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. FOCUS ON FAMILY FOUNDATION shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, FOCUS ON FAMILY FOUNDATION shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, FOCUS ON FAMILY FOUNDATION 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.* FOCUS ON FAMILY FOUNDATION 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, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. FOCUS ON FAMILY FOUNDATION 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 FOCUS ON FAMILY FOUNDATION and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. FOCUS ON FAMILY FOUNDATION 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. 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.



J. 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.

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

L. Entire Agreement. This Agreement constitutes the entire agreement between FOCUS ON FAMILY FOUNDATION 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.

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

N. 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.

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

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

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

**DISTRICT:**

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

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

\_\_\_\_\_  
Date

**FOCUS ON FAMILY FOUNDATION:**

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

*Jacqueline Rose*  
Authorized Signature

*9/12/16*  
\_\_\_\_\_  
Date

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

*JACQUELINE ROSE*

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

*CEO/Executive Director*

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize FOCUS ON FAMILY FOUNDATION in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of FOCUS ON FAMILY FOUNDATION 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, FOCUS ON FAMILY FOUNDATION site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

FOCUS ON FAMILY FOUNDATION shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by FOCUS ON FAMILY FOUNDATION 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. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **FOCUS ON FAMILY FOUNDATION shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. FOCUS ON FAMILY FOUNDATION shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**

16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

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

**District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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.
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. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
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
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, 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 regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, 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 culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning

- b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
  9. 21<sup>st</sup> CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
  10. 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.

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department**

And

**BOYS AND GIRLS CLUB OF GREATER SACRAMENTO**

The Sacramento City Unified School District ("District") and the BOYS AND GIRLS CLUB OF GREATER SACRAMENTO collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2016 ("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 support services to Edward Kemble, Ethel I. Baker, and Leataata Floyd elementary schools during the expanded learning hours, and Leataata Floyd during the before school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and BOYS AND GIRLS CLUB OF GREATER SACRAMENTO will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century expanded learning programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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 BOYS AND

GIRLS CLUB OF GREATER SACRAMENTO for direct services not to exceed **\$260,862.00** to be made in installments upon receipt of properly submitted invoices.

Breakdown:

<b>Program</b>	<b>School Name</b>	<b>Contract Amount</b>	<b>Attendance Target Days (180)</b>
ASES	Edward Kemble	\$91,881.00	83
21st Century	Ethel I. Baker	\$62,000.00	60
ASES	Leataata Floyd	\$91,881.00	83
Before School 21st Century	Leataata Floyd	\$15,100.00	18
<b>Total Amount</b>		<b>\$260,862.00</b>	

The final installment shall not be invoiced by BOYS AND GIRLS CLUB OF GREATER SACRAMENTO or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall provide documentation of **\$52,172.40 in-kind match** to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO and each of BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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 BOYS AND GIRLS CLUB OF GREATER SACRAMENTO to the District.

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



such a subsequent arrest notification from DOJ, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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.* BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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 BOYS AND GIRLS CLUB OF GREATER SACRAMENTO and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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. 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.

J. 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.

K. Assignment. This Agreement is made by and between BOYS AND GIRLS CLUB OF GREATER SACRAMENTO and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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.

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

N. 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.

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

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

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

**DISTRICT:**

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

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

\_\_\_\_\_  
Date

**BOYS AND GIRLS CLUB OF GREATER SACRAMENTO:**

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

Authorized Signature

\_\_\_\_\_  
Date

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

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

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize BOYS AND GIRLS CLUB OF GREATER SACRAMENTO in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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, BOYS AND GIRLS CLUB OF GREATER SACRAMENTO site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by BOYS AND GIRLS CLUB OF GREATER SACRAMENTO 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. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. BOYS AND GIRLS CLUB OF GREATER SACRAMENTO shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designated Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.

15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**
16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

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

### **District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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.
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. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
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
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, 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 regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, 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 culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning

- b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
- 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
- 9. 21<sup>st</sup> CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
- 10. 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.

**AGREEMENT FOR SERVICES****Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
Youth Development Support Services Department  
And  
CITY OF SACRAMENTO, START**

The Sacramento City Unified School District ("District") and the **CITY OF SACRAMENTO, START** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2016 ("Effective Date") with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage CITY OF SACRAMENTO, START to develop, maintain and sustain programs that offer support services to Ethel Phillips, Golden Empire, Hollywood Park, James Marshall, O. W. Erlewine, Peter Burnett, Pony Express, Susan B. Anthony, Tahoe and Theodore Judah elementary schools during the expanded learning hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and CITY OF SACRAMENTO, START will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century expanded learning programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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 SACRAMENTO, START shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. CITY OF SACRAMENTO, START 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 SACRAMENTO, START for direct services not to exceed **\$1,373,635.00** be made in installments upon receipt of properly submitted invoices.



Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Ethel Phillips	\$104,063.00	85
21st Century	Ethel Phillips	\$48,401.00	45
ASES	Golden Empire	\$104,063.00	85
21st Century	Golden Empire	\$36,878.00	35
ASES	Hollywood Park	\$94,177.00	83
21st Century	Hollywood Park	\$22,994.00	22
ASES	James Marshall	\$104,063.00	85
ASES	O W Erlewine	\$104,063.00	85
21st Century	O W Erlewine	\$20,250.00	20
ASES	Peter Burnett	\$126,124.00	103
21st Century	Peter Burnett	\$40,500.00	40
Before School Base	Peter Burnett	\$27,675.00	42
ASES	Pony Express	\$104,063.00	85
ASES	Susan B Anthony	\$178,571.00	145
ASES	Tahoe	\$104,063.00	85
21st Century	Tahoe	\$21,949.00	21
Before School Base	Tahoe	\$27,675.00	42
ASES	Theodore Judah	\$104,063.00	85
<b>Total Amount</b>		<b>\$1,373,635.00</b>	

The final installment shall not be invoiced by CITY OF SACRAMENTO, START or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY OF SACRAMENTO, START shall provide documentation of **\$274,727.00 in-kind match** 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 SACRAMENTO, START, and each of CITY OF SACRAMENTO, START 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 SACRAMENTO, START 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 SACRAMENTO, START 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 SACRAMENTO, START to the District.

E. Fingerprinting Requirements. CITY OF SACRAMENTO, START agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, CITY OF SACRAMENTO, START shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. CITY OF SACRAMENTO, START shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, CITY OF SACRAMENTO, START shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SACRAMENTO, START 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 SACRAMENTO, START 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, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of

such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. CITY OF SACRAMENTO, START 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 SACRAMENTO, START and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY OF SACRAMENTO, START 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. 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.

J. 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.

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

L. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO, START 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.

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

- N. 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.
- O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

**DISTRICT:**

By:

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

\_\_\_\_\_  
Date

**CITY OF SACRAMENTO, START:**

By:

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

\_\_\_\_\_  
Date

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize CITY OF SACRAMENTO, START in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of CITY OF SACRAMENTO, START 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 SACRAMENTO, START site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

CITY OF SACRAMENTO, START shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by CITY OF SACRAMENTO, START 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. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **CITY OF SACRAMENTO, START shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. CITY OF SACRAMENTO, START shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**

16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

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

### District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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.
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. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
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
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, 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 regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, 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 culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning



- b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
  9. 21<sup>st</sup> CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
  10. 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.

**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 collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2016 ("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 Charter and William Land elementary schools and William Land Mandarin Immersion, during the expanded learning hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and NEW HOPE COMMUNITY DEVELOPMENT CORPORATION will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century expanded learning programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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. NEW HOPE COMMUNITY DEVELOPMENT CORPORATION shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);

ii. NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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 for direct services

not to exceed **\$136,606.00** be made in installments upon receipt of proper NEW HOPE COMMUNITY DEVELOPMENT CORPORATION submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Sol Aureus College Preparatory Charter	\$87,480.00	80
21st Century	William Land	\$40,626.00	62
Mandarin Immersion	William Land	\$8,500.00	n/a
<b>Total Amount</b>		<b>\$136,606.00</b>	

The final installment shall not be invoiced by NEW HOPE COMMUNITY DEVELOPMENT CORPORATION or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NEW HOPE COMMUNITY DEVELOPMENT CORPORATION shall provide documentation of **\$27,321.20 in-kind match** to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, NEW HOPE COMMUNITY DEVELOPMENT CORPORATION, and each of NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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, NEW HOPE COMMUNITY DEVELOPMENT CORPORATION shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and NEW HOPE COMMUNITY DEVELOPMENT CORPORATION directors and officers coverages in sums of not less than \$1,000,000 per occurrence. NEW HOPE COMMUNITY DEVELOPMENT CORPORATION will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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 NEW HOPE COMMUNITY DEVELOPMENT CORPORATION to the District.

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

Upon receipt of such a subsequent arrest notification from DOJ, NEW HOPE COMMUNITY DEVELOPMENT CORPORATION shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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.* NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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 NEW HOPE COMMUNITY DEVELOPMENT CORPORATION and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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. 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.

J. 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.

K. Assignment. This Agreement is made by and between NEW HOPE COMMUNITY DEVELOPMENT CORPORATION and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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.

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

N. 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.

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

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

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

**DISTRICT:**

By:

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

\_\_\_\_\_  
Date

**NEW HOPE COMMUNITY DEVELOPMENT CORPORATION:**

By:

**Enoch Yeung**

Digitally signed by Enoch Yeung  
DN: cn=Enoch Yeung, o, ou,  
email=enochy@gmail.com, c=US  
Date: 2016.10.03 14:15:21 -0700

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

10/3/16

\_\_\_\_\_  
Date

Print Name: Enoch Yeung

Title: Executive Director

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize NEW HOPE COMMUNITY DEVELOPMENT CORPORATION in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER 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, NEW HOPE COMMUNITY DEVELOPMENT CORPORATION site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

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, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by NEW HOPE COMMUNITY DEVELOPMENT CORPORATION 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. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **NEW HOPE COMMUNITY DEVELOPMENT CORPORATION shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. NEW HOPE COMMUNITY DEVELOPMENT CORPORATION shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designated Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**

16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

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



### **District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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.
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. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
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
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, 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 regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, 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 culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning

- b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
- 8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
- 9. 21<sup>st</sup> CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
- 10. 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.

## 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** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1<sup>st</sup>, 2016 ("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 Meadow Glen Community area that services Edward Kemble, Cesar Chavez, John Sloat elementary schools and John Still K-8 school, as well as Leataata Floyd elementary school during the expanded learning hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and ROBERTS FAMILY DEVELOPMENT CENTER will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21<sup>st</sup> Century expanded learning programs at abovementioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve 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. ROBERTS FAMILY DEVELOPMENT CENTER shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. T 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 ROBERTS FAMILY DEVELOPMENT CENTER for direct services not to exceed **\$144,038.00** be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
21 <sup>st</sup> Century	Leataata Floyd	\$94,038.00	83
21 <sup>st</sup> Century	Cesar Chavez: Meadow Glen Community Program	\$10,000.00	10
21 <sup>st</sup> Century	John Sloat: Meadow Glen Community Program	\$10,000.00	10
21 <sup>st</sup> Century	John Still: Meadow Glen Community Program	\$10,000.00	10
21 <sup>st</sup> Century	Edward Kemble: Meadow Glen Community Program	\$10,000.00	10
21 <sup>st</sup> Century – Family Literacy	John Sloat, John Still Meadow Glen Community Program	\$10,000.00	10
<b>Total Amount</b>		<b>\$144,038.00</b>	

The final installment shall not be invoiced by ROBERTS FAMILY DEVELOPMENT CENTER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, ROBERTS FAMILY DEVELOPMENT CENTER shall provide documentation of **\$28,807.60 in-kind match** to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, ROBERTS FAMILY DEVELOPMENT CENTER, and each of ROBERTS FAMILY DEVELOPMENT CENTER 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, ROBERTS FAMILY DEVELOPMENT CENTER 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. ROBERTS FAMILY DEVELOPMENT CENTER 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 ROBERTS FAMILY DEVELOPMENT CENTER to the District.

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

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

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.* ROBERTS FAMILY DEVELOPMENT CENTER 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, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. ROBERTS FAMILY DEVELOPMENT CENTER 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 a ROBERTS FAMILY DEVELOPMENT CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. ROBERTS FAMILY DEVELOPMENT CENTER 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. 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.

J. 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.

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

L. Entire Agreement. This Agreement constitutes the entire agreement between ROBERTS FAMILY DEVELOPMENT CENTER 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.

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

N. 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.

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

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

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

**DISTRICT:**

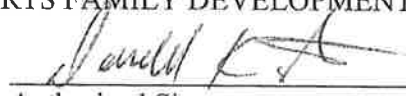
By:

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

Date

**ROBERTS FAMILY DEVELOPMENT CENTER:**

By:

  
Authorized Signature

Date

Print Name:

Derrell K. Roberts

Title:

C.F.O.

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize ROBERTS FAMILY DEVELOPMENT CENTER in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER 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, ROBERTS FAMILY DEVELOPMENT CENTER site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

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, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by ROBERTS FAMILY DEVELOPMENT CENTER 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. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **ROBERTS FAMILY DEVELOPMENT CENTER shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. ROBERTS FAMILY DEVELOPMENT CENTER shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**



16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

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

### **District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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.
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. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
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
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, 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 regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, 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 culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning