



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1a

Meeting Date: August 19, 2021

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

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

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
California Department of Education A22-00011	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$180,397
<p>7/1/21 – 6/30/22: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act grant. Programs supported by these funds improve employment opportunities and provide training and education to community adults. Achievement in Adult Basic Education, English Language Acquisition, English Literacy, Adult Secondary Education and Civic Education is measured through testing. Benchmarks are tracked for future funding opportunities.</p>		
<u>AMERICAN INDIAN EDUCATION</u>		
US Department of Education A22-00006	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received in 2020/21	\$36,303 No Match
<p>7/1/21 – 6/30/22: Title VI Indian Education Formula Grant through the federal Office of Indian Education. Funding to support the academic achievement of Native American Indian students by providing after school tutoring and evening programs with an emphasis on mathematics interventions; language arts and/or writing; family literacy; exam preparation; and Native American Studies for students and families. Funding may also be used for staff professional development.</p>		
<u>LUTHER BURBANK HIGH SCHOOL</u>		
City of Sacramento A22-00007	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$300,000 Match: \$154,368 CTEIG (\$145,040); LCFF (\$9,328)
<p>6/1/21 – 6/30/23: Paid for by Measure U, grant funding through the Sacramento Citywide Youth Development Plan & Framework for Children and Youth Programs advances youth spending priorities including mental health, workforce development, academic support and violence intervention programming for children and youth from birth through age 24. Luther Burbank has received grant funding for workforce development with the <i>Urban Agriculture Workforce Project</i> and ratification of the grant agreement is requested.</p> <p>The overarching goal of the Urban Agriculture Academy (UAA) at Luther Burbank is to inspire and cultivate a new, diverse, and ecologically literate generation of Agricultural Leaders and Innovators. The Urban Agriculture Workforce Project is specifically designed to accelerate this process by increasing campus and community engagement and broadening program impact through strategic, deep, and layered investment in key program components. These key components are Community Partnerships, paid garden internships, Workforce Development, and College and Career Readiness Programming.</p> <p>Deepening the UAA's community partnerships is key to increasing our programmatic impact. The Urban Agriculture Workforce Project funds will allow the Academy to expand its existing partnership with local CBO and statewide agriculture education powerhouse The Center for Land-Based Learning (CLBL) formally sub-contracting with them for assistance in increasing our Workforce Development offerings, expanding the paid internship program, and adding more college and career exploration opportunities for all 120 Urban Agriculture Academy students.</p> <p>The Urban Agriculture Workforce Project funds will also allow for a dramatic expansion in the UAA's College and Career Readiness, and Workforce Development programming. This programming when combined with the intimate, hands-on, and industry relevant knowledge our academy students gain through continual engagement in the BUG creates unique ladders of opportunity designed to springboard</p>		

them into the innovative, essential, and lucrative industries of Agriculture and Natural Resource Management.

The Urban Agriculture Workforce Project will directly impact well above 400 youth at Luther Burbank and beyond over its two-year tenure. Through this project, new student jobs will be created, new college and career doors will be opened, and countless South Area youth will gain access to a beautiful and productive learning farm designed to provide both innumerable opportunities for inspiration, inquiry, education, and healthy food for them and their families.

The College & Career Readiness Department has budgeted for the matching requirement using Career Technical Education Incentive Grant (CTEIG) and LCFF funds for the 2-year term.

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
Rainforth Grau Architects SA21-00368	8/19/21 – Architect Services for the District-Wide Hydration Station Project. The District utilizes a two-step process to contract architectural firms as described below. 1. Approval of the Master Agreement for Architectural Services with Rainforth Grau Architects is requested. The firm was selected for the District’s pool of qualified architects through a rigorous Request for Qualifications process completed in February, 2020. As firms are contracted for their first capital project, the District requires each firm in the pool to execute a Master Agreement. After the Master Agreement is executed, the District proceeds to contract the firm for a specific capital project. Exhibit A, Project Authorization Form, of the agreement is used to assign projects and includes detailed project specific scope, schedule, compensation, etc. 2. Authorization is requested for firm’s first assigned project under the new Master Agreement. The firm will provide architectural services for Phase 1 of the District-Wide Hydration Station project which entails preliminary planning, and development of templates, work scope and standards for the installation of new fountains/bottle fillers at all District sites. Please refer to Exhibit A, Project Authorization Form, for project details.	\$35,700 COVID Relief Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<u>SPECIAL EDUCATION</u>		
Excel Interpreting SA22-00093	7/1/21 – 6/30/22: Interpreting and translation services as requested by the Special Education department during the 2020/21 school year. Services include interpretation for Individualized Education Plan (IEP) meetings, parent conferences, and assessments/screenings as well as document translation services for IEPs and other reports from English to other languages as necessary for families with limited English proficiency.	\$290,000 Special Education Funds
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Nonpublic School and Agency Providers

New Contract:

- Yes
 No

7/1/21 – 6/30/22: Approve Master Contracts with the following Non-Public Schools and Agencies for the 2021-2022 school year. Non-Public School services include basic education, related services, and room and board/mental health services for students in day treatment programs/residential placements. Non-Public Agency services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.

\$28,104,700
Special Education
Funds

Non-Public School Contracts:

S22-00007	Aldar Academy	\$620,000
S22-00010	Applied Behavior Consultants	\$1,400,000
S22-00012	Capitol Academy	\$800,000
S22-00013	Capitol Elementary	\$550,000
S22-00016	CCHAT Center-Sacramento	\$45,000
S22-00057	Chartwell School	\$50,000
S22-00053	Devereux Texas Treatment	\$190,000
S22-00056	Discovery Connections	\$200,000
S22-00020	Giving Tree Preschool/Advance Kids	\$200,000
S22-00026	Kadiant LLC	\$1,750,000
S22-00062	Logan River Academy	\$145,000
S22-00029	Northern California Preparatory School	\$570,000
S22-00033	Odyssey Learning Center	\$800,000
S22-00054	Opportunity Acres	\$47,000
S22-00036	Point Quest Education	\$1,350,000
S22-00061	Reyn Franca School	\$40,000
S22-00039	Sierra Foothills Academy	\$80,000
S22-00040	Specialized Education of California	\$2,000,000
S22-00052	Summitview Child & Family Services	\$50,000
S22-00047	TLC Child & Family Services	\$100,000

Non-Public Agency Contracts:

S22-00004	Access Language Connection	\$640,000
S22-00005	Action Supportive Care Services	\$1,000,000
S22-00008	Always Home Nursing Services	\$16,000
S22-00009	American River Speech Therapy	\$6,000
S22-00014	Capuchino Therapy Group	\$16,000
S22-00015	Care, Inc.	\$40,000
S22-00017	Carolyn M. Ecker, Otr/L	\$14,000
S22-00018	Center For Autism & Related Disorders	\$50,000
S22-00019	Easter Seals Superior California	\$120,000
S22-00051	Ed Supports LLC dba Juvo	\$115,000
S22-00048	Growing Healthy Children Therapy	\$687,400
S22-00021	Hear Say Speech & Language Services	\$125,000
S22-00022	Jabbergym, Inc.(Site-based)	\$2,800,000
S22-00023	Jabbergym, Inc.(Clinic-based)	\$160,000
S22-00024	Jane Johnson Speech Therapy	\$60,000
S22-00011	Kadiant LLC	\$80,000
S22-00025	Laguna Physical Therapy	\$190,000
S22-00027	Learning Solutions	\$6,000,000
S22-00049	Maxim Healthcare Staffing Services	\$550,000
S22-00028	Music To Grow On Music Therapy	\$135,000
S22-00030	Northern California Children's Therapy	\$140,000
S22-00031	Northern California Rehab	\$400,000
S22-00032	Occupational Therapy for Children	\$150,000

S22-00034	Pacific Autism Learning Services	\$100,000
S22-00050	The Stepping Stones Group	\$155,000
S22-00037	Point Quest Pediatrics Therapies	\$570,000
S22-00035	Professional Tutors of America	\$10,000
S22-00041	Speech Pathology Group	\$2,400,000
S22-00042	Supported Life Institute	\$10,300
S22-00043	The Music Works	\$8,000
S22-00044	Therapeutic Language Clinic	\$40,000
S22-00045	Therapeutic Pathways	\$240,000
S22-00046	Theraplay, Inc.	\$60,000
S22-00038	Therapy Travelers LLC	\$30,000

STUDENT SUPPORT AND HEALTH SERVICES

Flourish Agenda SA22-00041	8/19/21 – 2/18/21: Flourish Agenda will provide Healing Centered Engagement (HCE) professional development and coaching. Flourish Agenda is a nationally recognized consulting agency that provides equity/diversity professional development and technical assistance. The HCE Certification program is an asset-based and culturally-rooted approach to healing and well-being for young people of color and their adult allies. This professional development addresses observations in the District’s 2020/21 LCAP plan: "SCUSD acknowledges its responsibility... to deeply examine and understand our own implicit biases and positions of power and privilege, to build our cultural competence, and to integrate into our curriculum the teaching and learning of social justice, anti-racism, and social and emotional learning".	\$108,000 Expanded Learning Opportunities Funds
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New Contract:
 Yes
 No

Flourish Agenda and their HCE certification program were selected as a result of extensive research by the Student Support Services staff. Flourish Agenda was selected because of their experience and ability to provide professional development, coaching and technical assistance on anti-racist/social justice/equity practices for both educators and mental health professionals as well as their blended instructional format of self-guided online modules in conjunction with live virtual sessions to encourage peer learning.

This will be a second consecutive year of contracting with Flourish Agenda. For the 2020-21 school year, Flourish Agenda provided professional development and technical assistance to support 43 Student Support Services staff in completing the HCE Certification program. For the the 2021-22 school year, Flourish Agenda will provide HCE certification for the remainder of the Student Support and Health Services staff members including all of Health Services and Foster Youth staff as well as new hires within the department for a total of 80 additional staff. In addition, Flourish Agenda will provide small group coaching on how to implement the HCE principles into staff member’s daily practice.

Kognito Solutions
R22-01042

New Contract:

- Yes
 No

8/1/21 – 7/31/22: 12-month license for Kognito, an online suicide prevention training program. Kognito programs are currently the only commercially available online, simulation-based suicide prevention training programs providing users with practice in conversing with at-risk individuals. The courseware was developed based on research in social cognition and neuroscience, and generates virtual role-play simulations where users engage in practice conversations with intelligent avatars and learn effective communication strategies in managing challenging conversations with individuals exhibiting signs of psychological distress including thoughts of suicide and depression. Kognito programs are the only online simulation-based suicide prevention training listed on the federal Substance Abuse and Mental Health Services Administration (SAMHSA) Suicide Prevention Resource Center Best Practices Registry for suicide prevention programs.

\$180,300
Expanded
Learning
Opportunities
Funds

Due to the success of staff training using Kognito during the previous two school years, the Student Support & Health Services department would like to expand the training to all District staff, and to implement the Friend2Friend Emotional and Mental Wellness module for training of 7th to 12th grade students.

Staff training on prevention and early intervention of mental health issues including recognizing signs of emotional distress, risk factors for suicide, and how to help students access supports can help mitigate mental health risks and save lives. In addition, State Law AB2246, AB1767, & SCUSD Board Policy 5141.52 requires all District staff and all other adults who work with students to be trained in suicide prevention awareness as well as all students K-12th grade.

PRO Youth and
Families

New Contract:

- Yes
 No

9/1/21 – 6/30/23: PRO Youth and Families will coordinate and implement two youth mental health & wellness programs including technical assistance, training coordination, data collection tools, and other resources to assist District and CBO partners with the development of a workplan and timeline to ensure the successful implementation of the programs.

\$1,982,160
Expanded
Learning
Opportunities
Funds

Near Peer Mental Health & Wellness

Contractor will implement a youth mental wellness effort on the campuses of American Legion, Hiram Johnson and Luther Burbank starting in September of 2021. 50 youth will be served at each site for a total of 150 students. As part of Contractor's campus-wide advocacy work, an additional 25% of the student population at the 3 high school campuses will also be impacted. Though this project will have a positive effect on school culture and will benefit the entire school community, it will be particularly focused on outreach and support to youth of color and LGBTQ youth.

MindOneSix Youth Workforce Development

MindOneSix is a collaborative work-based learning initiative focused on mental wellness, and designed to empower youth to connect, learn, and earn. Youth are actively engaged as community assets, change agents, and

influencers who have the power to improve school-wide mental wellness. MindOneSix uses a positive youth development framework, and builds students' core mental wellness competencies through a training called Mental Wellness Champions (MWC). MWC is a 20-hour intensive training that helps youth build self-awareness, understand the mental health system through a social justice lens, gain skills to support their peers, reduce mental health stigma, and contribute to a healthier, more supportive school climate.

MindOneSix will engage 250 SCUSD middle and high school students per school year to become ambassadors for mental wellness on their campuses and the larger community. Through the support of mentors from community-based organizations, students will gain foundational SEL skills, build their leadership skills, increase their awareness of mental health systems, reduce stigma associated with mental health, and become familiar with resources for help that they can use personally, with peers, and family members.

MindOneSix addresses Tier 1 and Tier 2 needs on the Multi-Tiered System of Support (MTSS) continuum and is an effective peer-to-peer mental wellness program that promotes mental health literacy, builds protective factors, improves school climate, and supports prevention and early intervention (PEI) strategies identified by the Mental Health Services Act (MHSA). Strengthening Tier 1 supports enhances the foundation of a comprehensive district and/or school-wide mental health system. Healing-centered, trauma-sensitive schools help students feel safe by fostering positive peer-to-peer relationships. MHSA PEI funding can be leveraged to support prevention and early intervention programs like MindOneSix.

Nursing Staffing
Agency Agreements

New Contract:

- Yes
- No

7/1/21 – 6/30/22: The three staffing agencies below will provide supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973. The agencies were selected through a request for proposal process in 2019. Because of the existing relationship with these agencies, the Health Services department expanded the scope of their services beginning in 2020, to include staffing Health Aides to provide COVID-19 testing and contact tracing. Under the agreement for services in 2021/22, two Health Aides will be assigned to each school site in the District specifically for staffing Care Rooms for students who become sick at school, as well as daily COVID-19 testing, contact tracing support and modified quarantine management. The number of Health Aides and licensed health care providers supplied by each agency is based on the agency's staffing availability.

\$13,948,000
COVID Relief
Funds
(\$13,494,000)
Medi-Cal Billing
Option Funds
(\$454,000)

Nursing Staffing Agreements:

SA22-00094	Action Supportive Care Services	\$10,211,000
SA22-00096	Maxim Healthcare Staffing Services	\$2,609,500
SA22-00097	Rx Healthcare	\$1,127,500

YOUTH DEVELOPMENT

Expanded Learning Program 2021/22 8/23/21 – 6/30/22: Nine providers will develop, maintain and sustain Expanded Learning programming for the 2021/22 school year. The SCUSD Expanded Learning Program goals are: to improve the academic performance in reading/language arts and math of students who are low performing/failing or at high risk of failure; to improve the health and wellness of youth who participate in the program; to enhance a student’s enrichment opportunities by providing a broad array of age-appropriate, student-driven, high interest learning opportunities; to provide information, educational resources, and activities to families that will enhance youth and adult learning; and to create and maintain relationships with the school day staff. Each program site will have their own program plan based on the needs of their students. Site-specific services are included in the attached agreements.

New Contracts:

- Yes
 No

Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.

For Sol Aureus and St. Hope, the District will act as a pass-through entity for the charters’ Expanded Learning grant allocations, allowing the charters to staff their own programs.

2021/22 Expanded Learning Contracts	
Boys & Girls Club of Greater Sacramento, SA22-00108 Sites served: Edward Kemble and Ethel I. Baker	\$234,614 ASES Funds
Center for Fathers and Families, SA22-00110 Sites served: Fr. Keith B. Kenny, HW Harkness, New Joseph Bonnheim, and Oak Ridge	\$507,788 ASES Funds
City of Sacramento, SA22-00109 Site served: Sam Brannan	\$150,925 ASES Funds
Empowering Possibilities Unlimited (formerly Target Excellence), SA22-00114 Sites served: Bret Harte, James Marshall, Mark Twain and Rosa Parks	\$534,268 ASES Funds (\$508,618) ELO Funds (\$25,650)
Leaders of Tomorrow, SA22-00107 Sites served: John Sloat and Isador Cohen	\$295,0123 21 st CCLC Funds (\$68,625) ASES Funds (\$226,388)
New Hope Community Development, SA22-00113 Sites served: Hollywood Park and William Land	\$164,494 ASES Funds (\$113,194) ELO Funds (\$51,300)
Roberts Family Development Center, SA22-00115 Site served: Leataata Floyd	\$225,466 21 st CCLC Funds (\$112,725) ASES Funds (\$112,741)
Rose Family Creative Empowerment Center, SA22-00112 Sites served: John Still, Parkway, Phoenix Park Community Center, Susan B. Anthony, and Luther Burbank	\$646,319 ASES Funds (\$495,560) ASSETs Funds (\$110,000) ELO Funds (\$40,759)
Sacramento Chinese Community Service Center, SA22-00111 Sites served: AM Winn, Abraham Lincoln, Albert Einstein, Bowling Green, California, Camellia, Caroline Wenzel, Cesar Chavez, David Lubin, Earl Warren, Elder Creek, Ethel Phillips, Fern Bacon, Golden Empire, Hubert Bancroft, John Bidwell, John Cabrillo, Kit Carson, Martin Luther King, Jr., Nicholas, OW Erlewine, Pacific, Peter Burnett, Pony Express, School of Engineering & Science, Sequoia, St. Hope	\$5,132,334 21 st CCLC Funds (\$199,440) ASES Funds (\$4,081,067) ASSETs Funds (\$395,000) ELO Funds (\$456,827)

PS7, Tahoe, Theodore Judah, Washington, Will C. Wood, William Land, Woodbine, American Legion, C.K. McClatchy, Health Professions, Hiram Johnson, John F. Kennedy, and Rosemont	
Sol Aureus College Preparatory, SA22-00116 Sites served: Sol Aureus	\$115,058 ASES Funds
St. Hope Public Schools, SA22-00117 Sites served: Sacramento Charter High School	\$212,500 ASSETs Funds

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
St. Hope Public Schools A22-00010 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2/13/21 – Completion of Services: Resolution No. 3040 was adopted by the Board of Education on October 18, 2018, authorizing the execution of the Charter School Facilities Program MOU with the State of California. This MOU allowed St. Hope Public Schools to apply directly for state funding for charter school facilities at Public School 7 Elementary School, a District-owned property formerly known as John Muir Elementary School at 5201 Strawberry Lane. The charter school is currently in the design phase of the construction project and requires a California Environmental Quality Act (CEQA) study to be completed before the charter school can be granted state funds. The District will be the Lead Agency for the CEQA study. This consulting agreement between St. Hope Public Schools and the District stipulates that the District will be reimbursed for both the CEQA study and oversight of the CEQA study. Upon execution of this agreement, the District will bill the charter \$31,488 (50%) of the total CEQA fee of \$62,976. The CEQA study will be completed by a subconsultant. Thereafter, the District will bill the charter for reimbursement of the remaining CEQA fee of \$31,488 (50%) and for oversight services provided by District staff at the following rates: <ul style="list-style-type: none"> • Program Records Technician, \$42.42/hr • Facilities Project Technician, \$69.72/hr • GIS/Facilities Manager, \$80.56/hr • Facilities Project Manager, \$81.79/hr • Director I, Facilities, \$91.56/hr 	Reimbursement Rates per Attached Agreement
<u>TECHNOLOGY SERVICES</u>		
SoftChoice Corporation R22-00377 Utilizing Kings County Office of Education Agreement Dated July 31, 2019 New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9/1/21 – 10/31/22: District-wide licensing for Microsoft software products including Office, O365, MS SQL, and Windows. Purchasing Services finds it is in the best interest of the District to piggyback the Kings County Office of Education agreement with SoftChoice pursuant to Public Contract Code § 20118, which allows other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. This purchasing contract has been used statewide through the CITE and Microsoft Strategic Alliance (CAMSA) program to serve as a master purchasing vehicle for K-12 educational institutions and will save the district approximately \$20,000 compared to our current contract.	\$196,173 General Fund

Grant Award Notification

GRANTEE NAME AND ADDRESS Jorge Aguilar, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				21	Multiple	67439	
Attention Susan Lytle Gilmore, Director				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office A. Warren McClaskey Adult Center and Charles A. Jones				Resource Code	Revenue Object Code		34
Telephone 916-395-5788				Multiple	8290		INDEX
Name of Grant Program Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243						615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date
	\$180,397		\$180,397			July 1, 2021	June 30, 2022
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
84.002A	V002A200005	Adult Education and Family Literacy Act			U.S. Department of Education		
I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program. This award is made contingent upon the availability of funds. If the Legislature acts to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) to: <div style="text-align: center;"> Clifton Davis, Associate Governmental Program Analyst Adult Education Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901 </div>							
California Department of Education Contact Clifton Davis				Job Title Associate Governmental Program Analyst			
E-mail Address cdavis@cde.ca.gov					Telephone 916-323-5047		
Signature of the State Superintendent of Public Instruction or Designee 					Date July 19, 2021		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
E-mail Address					Telephone		
Signature ▶					Date		

Grant Award Notification (Continued)						
SECTION 225						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	38	3940	13971	0	\$365	\$0
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	38	3940	13971	0	\$550	\$0
Positive Outcomes in Employment and Earnings – ABE and ASE	38	3940	13971	0	\$12	\$0
CDE Subsidy – ABE and ASE	38	3940	13971	--	--	\$0
2020 Pre and Post Testing – ABE and ASE	38	3940	13971	--	--	\$0
SECTION 225 TOTAL						\$0
SECTION 231						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Adult Basic Education (ABE) English Language Acquisition (ELA)	39	3905	14508	325	\$365	\$118,625
Positive Outcomes in Employment and Earnings – ABE	39	3905	14508	282	\$12	\$3,384
2020 Pre and Post Testing – ABE	39	3905	14508	--	--	\$510
English Literacy and Civics Education (ELCE) • Citizenship Preparation • Civic Participation	39	3905	14508	181	\$90	\$16,290
CDE Subsidy – ABE/ELA and ELCE	39	3905	14508	--	--	\$0
Adult Secondary Education (ASE) • High School Equivalency (HSE) • High School Diploma (HSD)	41	3913	13978	28	\$550	\$15,400
Positive Outcomes in Employment and Earnings – ASE	41	3913	13978	24	\$12	\$288
CDE Subsidy – ASE	41	3913	13978	--	--	\$0
2020 Pre and Post Testing – ASE	41	3913	13978	--	--	\$0
SECTION 231 TOTAL						\$154,497

SECTION 243						
Program Focus Areas	Project Code	Resource Code	PCA	Payment Points	Point Value	Award
Integrated English Literacy and Civics Education (IELCE)	42	3926	14109	24	\$112	\$2,688
CDE Subsidy – IELCE	42	3926	14109	--	--	\$10,080
IELCE with Integrated Education and Training (IET)	42	3926	14109	67	\$196	\$13,132
SECTION 243 TOTAL						\$25,900
TOTAL GRANT						\$180,397



**US Department of Education
Washington, D.C. 20202**

S060A210737

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME Sacramento City Unified School District 5735 47th Ave. Box 767 Sacramento, CA 95824	2	AWARD INFORMATION PR/AWARD NUMBER S060A210737 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Formula																				
3	PROJECT STAFF RECIPIENT STATE DIRECTOR Manpreet Kaur (916) 643-7992 Manpreet-Kaur@scusd.edu EDUCATION PROGRAM CONTACT Tawanda Avery (202) 453-7236 tawanda.avery2@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 edcaps.user@ed.gov	4	PROJECT DESCRIPTION 84.060A Indian Education Formula Grants to LEAs																				
5	KEY PERSONNEL N/A																						
6	AWARD PERIODS BUDGET PERIOD 07/01/2021 - 06/30/2022 FEDERAL FUNDING PERIOD 07/01/2021 - 06/30/2022 FUTURE BUDGET PERIODS N/A																						
7	AUTHORIZED FUNDING CURRENT AWARD AMOUNT \$36,303.00 PREVIOUS CUMULATIVE AMOUNT \$0.00 CUMULATIVE AMOUNT \$36,303.00																						
8	ADMINISTRATIVE INFORMATION DUNS/SSN 060697109 REGULATIONS CFR PART Not Available EDGAR AS APPLICABLE 2 CFR AS APPLICABLE ATTACHMENTS 3 , 8 , 9 , 11 , 12 , 13 , 14 , GE3 , GE4 , GE5 , OIE - N																						
9	LEGISLATIVE AND FISCAL DATA AUTHORITY: PL PL 107-110 VII ESEA AS AMENDED BY THE NO CHILD LEFT BEHIND ACT OF 2001 PROGRAM TITLE: INDIAN EDUCATION - GRANTS TO LOCAL EDUCATIONAL AGENCIES CFDA/SUBPROGRAM NO: 84.060A <table border="1" data-bbox="99 1881 1549 1990"> <thead> <tr> <th>FUND CODE</th> <th>FUNDING YEAR</th> <th>AWARD YEAR</th> <th>ORG. CODE</th> <th>CATEGORY</th> <th>LIMITATION</th> <th>ACTIVITY</th> <th>CFDA</th> <th>OBJECT CLASS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0101A</td> <td>2021</td> <td>2021</td> <td>ES000000</td> <td>B</td> <td>E10</td> <td>000</td> <td>060</td> <td>4101A</td> <td>\$36,303.00</td> </tr> </tbody> </table>			FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0101A	2021	2021	ES000000	B	E10	000	060	4101A	\$36,303.00
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US Department of Education
Washington, D.C. 20202

S060A210737

GRANT AWARD NOTIFICATION

10 PR/AWARD NUMBER: S060A210737
RECIPIENT NAME: Sacramento City Unified School District

TERMS AND CONDITIONS

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN. If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:
 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. (See 2 CFR 200.331(a))
 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. (See 2 CFR 200.1)
- (2) This grant award is subject to the terms and conditions (if any) identified in Attachment T.
- (3) The negotiated indirect cost rate or the indirect cost allocation plan approved for the entity identified in Block 1 of this GAN applies to this grant award.
- (4) THE FOLLOWING ITEMS ARE INCORPORATED INTO THE GRANT AGREEMENT:
 1. THE RECIPIENT'S APPROVED APPLICATION.
 2. THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS - - -
34 CFR 75, 77, 79, 81, 82, 84, 97, 98 AND 99 and the OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement) in 2 CFR Part 80 as adopted and amended as regulations of the Department in 2 CFR Part 3485; and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 as adopted and amended in 2 CFR Part 3474.
 3. THE BUDGET PERIOD FOR THIS AWARD IS 12 MONTHS. ALL ALLOWABLE COSTS MUST BE INCURRED WITHIN THIS PERIOD. CARRYOVER OF FUNDS ARE NOT AUTHORIZED.
 4. UNDER SECTION 75.261(c) OF EDGAR, THE DEPARTMENT REQUIRES PRIOR APPROVAL FOR EXTENSION OF THE FUNDING PERIOD SPECIFIED IN BLOCK 6 ACCORDING TO THE PROCEDURES SPECIFIED IN SECTION 75.261(c).

REMINDER: PAYMENT OF GRANT FUNDS WILL BE BY DIRECT DEPOSIT TO THE RECIPIENT'S FINANCIAL INSTITUTION AND ONLY UPON THE RECIPIENT'S REQUEST. OTHER INFORMATION AFFECTING THIS ACTION IS PROVIDED IN THE ATTACHMENTS SHOWN IN BLOCK 8.



**US Department of Education
Washington, D.C. 20202**

S060A210737

GRANT AWARD NOTIFICATION

A handwritten signature in blue ink that reads "Ian Rosenblum".

Ian Rosenblum
Acting Assistant Secretary

07/07/2021

AUTHORIZING OFFICIAL

DATE

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

- 1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION** - Unique items of information that identify this notification.
 - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
 - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - *RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.
 - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
 - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - *FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
 - *THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - *BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
 - *PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
 - RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

DUNS/SSN - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.

***REGULATIONS** - Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

9. LEGISLATIVE AND FISCAL DATA - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

AMOUNT - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

10. TERMS AND CONDITIONS - Requirements of the award that are binding on the recipient.

***PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

***GRANTEE NAME** - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the DUNS number registered in SAM under the name and address appearing in this field. This name, address and the associated DUNS is what is displayed in the SAM Public Search.

***PROGRAM INDIRECT COST TYPE** - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

***PROJECT INDIRECT COST RATE** - The indirect cost rate applicable to this grant.

***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF THE CHIEF FINANCIAL OFFICER
& CHIEF INFORMATION OFFICER

Sacramento City Unified School District
5735 47th Ave. Box 767

Sacramento, CA 95824

SUBJECT: Payee Verification for Grant Award S060A210737

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee DUNS/SSN: 060697109

Grantee Name: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Payee DUNS/SSN: 060697109

Payee Name: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education
550 12th Street, SW
Room 6087
Washington, DC 20202

Attn: Stephanie Barnes
Phone: 202-245-8006

AN OVERVIEW OF SINGLE AUDIT REQUIREMENTS OF STATES, LOCAL GOVERNMENTS, AND NONPROFIT ORGANIZATIONS

This GAN ATTACHMENT is **not** applicable to for-profit organizations. For-profit organizations comply with audit requirements specified in block 10 of their Grant Award Notification (GAN).

Summary of Single Audit Requirements for States, Local Governments and Nonprofit Organizations:

1. Single Audit. A non-Federal entity (a State, local government, Indian tribe, Institution of Higher Education (IHE)¹, or nonprofit organization) that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.501, "Audit Requirements," except when it elects to have a program specific audit conducted.
2. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding research and development (R&D)), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
3. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Generally, grant records must be maintained for a period of three years after the date of the final expenditure report ([2 CFR § 200.334](#))
4. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
5. Report Submission. To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all audit documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form electronically to the Federal Audit Clearinghouse at:

¹ As defined under the Higher Education Act of 1965, as amended (HEA) section 101.

<https://facides.census.gov/Account/Login.aspx>.

The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

For single audit-related questions, if the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at oignon-federalaudit@ed.gov. Additional resources for single audits are also available on the Non-Federal Audit Team's website at <https://www2.ed.gov/about/offices/list/oig/nonfed/index.html>. For programmatic questions, grantees should contact the education program contact shown on the Department's GAN.

Grantees can obtain information on single audits from:

The OMB website at www.omb.gov. Look under Office of Management and Budget (in right column) then click Office of Federal Financial Management (to obtain OMB Compliance Supplement). The SF-SAC: Data Collection Form can be found at the Federal Audit Clearinghouse at: <https://facides.census.gov/Files/2019-2021%20Checklist%20Instructions%20and%20Form.pdf>.

The American Institute of Certified Public Accountants (AICPA) has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff at www.aicpa.org.

TRAFFICKING IN PERSONS

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR [175](#) and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR [175.15\(b\)](#) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

“a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

“b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

**FEDERAL FUNDING ACCOUNTABILITY TRANSPARENCY ACT
REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that Department of Education (Department) grant recipients:

1. Report **first-tier subawards** made under Federal grants that are funded at \$30,000 or more that meet the reporting conditions as set forth in this grant award term;
2. Report their executives' compensation for all new Federal grants that are funded at \$30,000 and that meet the reporting conditions as set forth in this grant award term; and
3. Report executive compensation data for their **first-tier subrecipients** that meet the reporting conditions as set forth in this grant award term.

For FFATA reporting purposes, the Department grant recipient is the entity listed in box 1 of the Grant Award Notification.

Only **first-tier subawards** made by the Department grant recipient to its **first-tier subrecipients** and the **first-tier subrecipients'** executive compensation are required to be reported in accordance with FFATA.

Subaward, Subrecipient, Recipient, Total Compensation, Executives, and other key terms, are defined within item 5, Definitions, of this grant award term.

This grant award term is issued in accordance with [2 CFR Part 170—Reporting Subaward And Executive Compensation Information](#).

1. Reporting of First-tier Subawards -

a. Applicability and what to report.

Unless you are exempt as provided item 4, Exemptions, of this grant award term, you must report each obligation that **equals or exceeds \$30,000** in Federal funds for a first-tier subaward to a non-Federal entity or Federal agency.

You must report the information about each obligating action that are specified in the submission instructions posted at [FSRS](#).

b. Where and when to report.

The Department grant recipient must report each obligating action described in paragraph **1.a.** of this award term to [FSRS](#).

Report subaward information no later than the end of the month following the month in which the subaward obligation was made. For example, if the obligation was made on November 7, 2020, the obligation must be reported by no later than December 31, 2020.

2. Reporting Total Compensation of the Department's Grant Recipients' Executives -

a. *Applicability and what to report.*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i The total Federal funding authorized to date under this Federal award **equals or exceeds \$30,000**;
- ii In the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)

b. *Where and when to report.*

You must report executive total compensation described in paragraph **2.a.** of this grant award term:

- i As part of your registration profile at [SAM.gov](#).
- ii By the end of the month following the month in which this award is made (for example, if the obligation was made on November 7, 2020 the executive compensation must be reported by no later than December 31, 2020), and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives –

a. *Applicability and what to report.*

Unless you are exempt as provided in item 4, Exemptions, of this award term, for each first-tier **non-Federal entity** subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i In the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards), **and**
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and subawards); **and**,
 - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [SEC Investor.gov Executive Compensation](#).)
- b. *Where and when to report.*

You must report subrecipient executive total compensation described in paragraph **3.a.** of this grant award term:

- i. In [FSRS](#). You must include a condition on subawards that requires the subrecipients to timely report the information required under paragraph **3.a.** to you the prime awardee, or in the [SAM.gov](#). Subrecipient executive compensation entered in [SAM.gov](#) by the subrecipient will pre-populate in [FSRS](#), so you do not have to report when subrecipients enter this information in [SAM.gov](#). Subrecipient executive compensation not entered in [SAM.gov](#) by the subrecipient is reported in [FSRS](#) by you the Department grant recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if the subaward obligation was made on November 7, 2020 the subrecipient’s executive compensation must be reported by no later than December 31, 2020.

4. Exemptions –

- a. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any **subrecipient**.

5. Definitions -

- a. For purposes of this award term:
 - i. Federal *Agency* means a Federal agency as defined at [5 U.S.C. 551\(1\)](#) and further clarified by [5 U.S.C. 552\(f\)](#).
 - ii. Non-Federal *Entity* means all of the following, as defined in [2 CFR part 25](#):

A Governmental organization, which is a State, local government, or Indian tribe;

- A foreign public entity;
 - A domestic or foreign nonprofit organization; and,
 - A domestic or foreign for-profit organization
- iii. *Executive* means officers, managing partners, or any other employees in management positions.
- iv. *Obligation*, when used in connection with a non-Federal entity's utilization of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.
- v. *Subaward*:

This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

The term does not include your procurement of property and services (such as payments to a contractor, small purchase agreements, vendor agreements, and consultant agreements) that are needed for the benefit of the prime awardee to carry out the project or program (for further explanation, see [2 CFR 200.331](#)). For example, the following are not considered subawards:

Cleaning Vendors: Vendors that are hired by a grantee to clean its facility.

Payroll Services Vendors: Vendors that carryout payroll functions for the grantee.

Information Technology Vendors: Vendors that provide IT support to grant staff.

Payments to individuals that are beneficiaries of Federal programs are not considered subawards.

A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

- v. *Subrecipient* means a non-Federal entity or Federal agency that:

Receives a subaward from you (the recipient) under this award; and

Is accountable to you for the use of the Federal funds provided by the subaward.

In accordance with its subaward, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department prime awardee.

- vii. *Recipient* means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.
- viii. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):

Salary and bonus.

Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

**SPECIFIC CONDITIONS FOR DISCLOSING
FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division H, Title V, Section 505 of Public Law 116-260, Consolidated Appropriations Act, 2021.

**PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING
DURING OFFICIAL FEDERAL GRANT BUSINESS**

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

REGISTRATION OF UNIQUE ENTITY IDENTIFIER (UEI) NUMBER AND TAXPAYER IDENTIFICATION NUMBER (TIN) IN THE SYSTEM FOR AWARD MANAGEMENT (SAM)

The U.S. Department of Education (Department) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with the Department you must have a registered Unique Entity Identifier (UEI)¹ and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from the Department.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered [TINs according to the IRS](#).

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to www.sam.gov. Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

¹ Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI.

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

1. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you are, in accordance with your grant program's Notice Inviting Applications, required to maintain an active SAM registration with current information about your organization, including information on your immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which you have an active Federal award or an application or plan under consideration by a Federal awarding agency. To remain registered in the SAM database after your initial registration, you are required to review and update your information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.

2. Requirement for Unique Entity Identifier (UEI)* Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that they may not receive a subaward from you unless they provided their UEI number to you.
2. May not make a subaward to a subrecipient when the subrecipient fails to provide its UEI number to you.

3. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier (UEI) means the identifier assigned by SAM registration to uniquely identify business entities. Currently the Data Universal Numbering System (DUNS) number, the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B), is used to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See 2 CFR 200.86.
4. Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include

payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. See 2 CFR 200.92.

5. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. See 2 CFR 200.93.

*Currently, the Department uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, Inc. to uniquely identify business entities, as the UEI.

THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In particular, remember that:
 - Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.

- All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:
 - The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.
- Grantees are strongly encouraged to contact their project officer with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes.
 - A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the Department if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION GRANTEEES OF EXISTING CASH MANAGEMENT REQUIREMENTS CONCERNING PAYMENTS

The Department of Education (Department) requires that its grantees adhere to existing cash management requirements concerning payments and will ensure that their subgrantees are also aware of these policies by providing them relevant information. A grantee's failure to comply with cash management requirements may result in an improper payment determination by the Department in accordance with the [Payment Integrity Information Act \(PIIA\) of 2019](#).

There are three categories of payment requirements that apply to the drawdown of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200,¹ as follows:

1. Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
2. Payments to States under programs that are not covered by a TSA; and
3. Payments to other non-Federal entities, including nonprofit organizations and local governments.

CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs meeting thresholds in 31 CFR § 205.5) are included in a State's written TSA. See 31 CFR § 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR § 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR § 205.14.

CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR § 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR § 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

¹ The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR § 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR § 205.35.

Fund transfer requirements for grantees other than State governments and subgrantees

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR § 200.305(b). These requirements are like those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity." 2 CFR § 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrate the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability." 2 CFR § 200.305(b)(1). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR § 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR § 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

Grantees and subgrantees must annually remit interest earned on federal advance payments except that interest earned amounts up to \$500 per year may be retained for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. 2 CFR § 200.305(b)(9)(i) and (ii).

1. When returning interest through ACH Direct Deposit or Fedwire, grantees must include the following in their return transaction:
 - PMS Account Number (PAN). NOTE: The PAN is the same series of alpha-numeric characters used for payment request purposes (e.g.: C1234G1).
 - PMS document number.
 - The reason for the return (e.g., interest, part interest part other, etc.).
 - An explanation stating that the refund is for interest payable to the Department of Health and Human Services, and the grant number(s) for which the interest was earned.
- a. U.S. Department of Education grantees are generally located and operate domestically and return interest domestically. Below is PSC ACH account information for interest returned

domestically. For international ACH interest returned, account information is available at: Returning Funds/Interest.

- PSC ACH Routing Number is: 051036706
 - PSC DFI Accounting Number: 303000
 - Bank Name: Credit Gateway - ACH Receiver
 - Location: St. Paul, MN
- b. Service charges may be incurred from a grantee's financial institution when a Fedwire to return interest is initiated. For FedWire returns, Fedwire account information is as follows:
- Fedwire Routing Number: 021030004
 - Agency Location Code (ALC): 75010501
 - Bank Name: Federal Reserve Bank
 - Treas NYC/Funds Transfer Division
 - Location: New York, NY
2. Interest may be returned by check using only the U.S. Postal Service; however, returning interest via check may take 4-6 weeks for processing before a check payment may be applied to the appropriate PMS account.
- a. Interests returned by check are to be mailed (USPS only) to:
- HHS Program Support Center
PO Box 979132
St. Louis, MO 63197
- A brief statement explaining the nature of the return must be included.
- b. To return interest on a grant not paid through the PMS, make the check payable to the Department of Health and Human Services, and include the following with the check:
- An explanation stating that the refund is for interest
 - The name of the awarding agency
 - The grant number(s) for which the interest was earned
 - The return should be made payable to: Department of Health and Human Services.
3. For detailed information about how to return interest, visit the PSC Returning Funds/Interest page at: [Returning Funds/Interest](#)

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR § 200.332, pass-through entities must –

1. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.
2. Monitor the performance and fiscal activities of the subrecipient to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of Department grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the Education Program Contact listed in Block 3 of your Grant Award Notification.

**RECIPIENTS OF DEPARTMENT OF EDUCATION GRANTS AND COOPERATIVE AGREEMENTS
FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT**

Q What are the Federal Laws and Regulations Regarding Payments to the States?

A The *Cash Management Improvement Act of 1990 (CMIA)* establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205_main_02.tpl. Non-Federal entities other than States follow the rules on Federal payments set out in 2 CFR 200.305.

Q What is a Treasury-State Agreement (TSA)?

A A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?

A Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, GAN Enclosure 4.

Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?

A If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program, Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

Q What if there is no TSA?

- A** When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.
- Q Who is responsible for Cash Management?**
- A** Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.
- Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?**
- A** Recipients must monitor their own cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.
- Q How soon may I draw down funds from the G5 grants management system?**
- A** Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:
- By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)**
- Q How may I use Federal funds?**
- A** Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.
- Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?**
- A** If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may in accordance with 2 CFR 200.339 take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
3. Wholly or partly suspend or terminate the Federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
5. Withhold further Federal awards for the project or program.
6. Take other remedies that may be legally available.

Q Who is responsible for determining the amount of interest owed to the Federal government?

A As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305.

Q What information should accompany my interest payment?

A In accordance with 2 CFR 200.305(b)(9), interest in excess of \$500.00 earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

For returning interest on Federal awards paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) List the PMS Payee Account Number(s) (PANs);
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For returning interest on Federal awards not paid through PMS, the refund should:

- (a) Provide an explanation stating that the refund is for interest;
- (b) Include the name of the awarding agency;
- (c) List the Federal award number(s) for which the interest was earned; and
- (d) Make returns payable to: Department of Health and Human Services.

For additional information about returning interest see GAN ATTACHMENT 4.

Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?

A The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?

A A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).

Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?

A Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.



UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF ELEMENTARY AND SECONDARY EDUCATION

Dear Superintendent/Project Director,

Congratulations! I am pleased to notify you of your fiscal year (FY) 2020 Title VI Indian Education Formula grant award for use in school year (SY) 2020-21. Please read closely the information included in this letter. These are critical instructions for the successful implementation of your project. Your success is important to meet the program mission of providing Indian students with the opportunity to meet the same challenging state standards as all other students and meet the unique educational and culturally- related academic needs of American Indian and Alaska Native students.

Grant Award Notice (GAN)

The Grant Award Notification (GAN) is the official document that states the terms, conditions, and amount of an award and is signed by the official who is authorized to obligate funds on behalf of the Department of Education (i.e., Authorizing Official). The GAN and attachments are available for download from the G5 system, which is the Department of Education (Department)'s electronic system for grants management and payment. Only the designated project director and the authorizing official identified in the G5 system will receive an email with a link to the G5 System to view and print the PDF version of the signed GAN and attachments.

The G5 Grants Management System

The G5 System is the grant management system used to award and disburse funds to grantees for the Department. You must be registered in G5 to access the GAN. The G5 Help Desk will be available to answer questions and resolve user account issues. Help is available via the e-mail and phone numbers below.

Toll-Free: 888-336-8930
TTY: 800-877-8339
Email: edcaps.user@ed.gov

Hours of Operation: 8:00 a.m.-6:00 p.m., ET
Monday-Friday, excluding Federal Holidays

Active DUNS Number Registration

To do business with the Department of Education, a grantee must be registered in the Department of Treasury's System for Award Management (SAM) with an active Data Universal Numbering System (DUNS) number. For assistance with updating your DUNS number, call SAM's toll free number 1-866-606-8220 (EDT- 8:00am to 8:00pm) or visit the website at <https://sam.gov/SAM/>.

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.

YOUTH DEVELOPMENT PROGRAM GRANT AGREEMENT

This Grant Agreement (“Agreement”), dated June 1, 2021 (the “Execution Date”), is between the City of Sacramento, a municipal corporation (“City”), and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public school district (SCUSD) (“Grantee”).

Background

- A. In December 2017, the Sacramento City Council adopted a Citywide Youth Development Plan & Framework for Children and Youth Programs (“Plan”), attached as Exhibit B, that is intended to guide the City in the design, operations, and evaluation of its children and youth programs. The Plan lays out a set of goals that the City will strive to achieve through its own programs and through strategic partnerships.
- B. In February 2021, the Sacramento City Council allocated funding for a grant program that advances the Plan and reflects community informed youth spending priorities including mental health, workforce development, academic support, and violence intervention programming provided by community-based organizations serving children and youth from birth through 24 years of age (particularly the most vulnerable) who live or go to school in Sacramento city limits.
- C. The City issued a Request for Proposals (RFP) seeking proposals from community-based organizations willing to offer youth development programs for fiscal year 2021-22 and 2022-23. Grantee submitted a proposal which included proposed services and costs. City and Grantee have reviewed the proposal and may have negotiated changes to the scope of services and costs. However, certain marketing and reporting requirements from the RFP are set forth in Exhibit A which apply regardless of the scope of services attachment. Grantee has been selected to receive a grant to fund a youth development program as specified under the provisions of this Agreement.

Agreement

City and Grantee enter into this Agreement for the purpose of establishing each party’s rights and obligations with regard to the disbursement and expenditure of the City Funds (defined below) for the Authorized Activities (defined below) as follows:

1. **Term.** This Agreement takes effect as of June 1, 2021 (the “Effective Date”) and expires on June 30, 2023 (the “Expiration Date”).
 - (a) This Agreement may be extended by mutual agreement of the parties if Grantee has not spent all of the grant funding by the planned Expiration Date. Grantee may request a time extension so that the term of this Agreement expires no later than September 30, 2023. The request must be in writing and explain the reason for the extension. The City will decide, in its sole discretion, whether to grant the extension and will notify Grantee of that decision.

- (b) Either party may terminate this Agreement early by giving the other party notice in accordance with Section 10 at least 30 calendar days before the termination date set forth in the notice. In addition, this Agreement is subject to early termination with a shorter notice period under Section 9.

- 2. **Grant Funds – Services and Budget.** Grantee has been awarded a grant in an amount not to exceed \$ 300,000 (the “City Funds”) solely to carry out the activities listed in Attachment 1 (“**Authorized Activities**”) in accordance with the budget listed in Attachment 2 (“**Approved Budget**”). The Authorized Activities and the Approved Budget are based on compliance with the terms of City’s Request for Proposals for Youth Development Plan Funding (RFP) and Grantee’s Proposal, which are incorporated as part of this Agreement by this reference, along with Exhibits A and B. In the event of any conflict between Exhibits A and B, Attachment 1, Attachment 2 and the City’s RFP and Grantee’s Proposal, the terms of Exhibits A and B, the Attachments, and this Agreement shall control and prevail.

Grantee shall perform all services under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Grantee’s profession in California. Grantee shall assign only competent personnel to perform services under this Agreement. Grantee shall notify City in writing of any changes in Grantee’s staff assigned to perform the services under this Agreement prior to any such performance.

Grantee shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City. Grantee agrees that the City shall have the right to approve any and all subcontractors to be used by Grantee in the performance of the Authorized Activities this Agreement before Grantee contracts with or otherwise engages any such subcontractors unless they are identified in Attachment 1. Notwithstanding the foregoing, to the extent set forth and described in the Authorized Activities, Grantee may work with collaborative service partners, which may include any entity that will share resources that impact the delivery of the services (such as school sites and other non-profit community service organizations), provided that Grantee shall ensure that it obtains all necessary permits to conduct the Authorized Services at such sites.

- 3. **City Funds Disbursement.** City will disburse to Grantee 70% of the City Funds for the first year of the term within 30-60 days of the Execution Date. After receipt of the required progress report and other documents for the first year of the grant funded program, City will disburse to Grantee 30% % of the City Funds within 30 days from the date of receipt of the required report and documents. The same fund allocation applies to the second year of the grant funded program, if applicable, with 70% of the City Funds disbursed at the beginning of the second year and the remaining 30% of the City Funds dispursed at the end of the second year. Grantee shall return any unexpended City Funds to the City within 30 days from the end of the grant funded program or the Expiration Date, whichever occurs first.

4. Restrictions on Use of City Funds. Grantee may expend the City Funds only for Authorized Activities based on its Proposal that are provided during the Term of this Agreement, subject to the following limitations:

- (a) Grantee may not use the City Funds for: (i) its overhead, general organization, and administrative expenses which are not directly related to performing the Authorized Activities; (ii) building maintenance, utilities, and similar operating costs of a facility unless it is used primarily by the grant program participants; (iii) fundraising and lobbying activities; (iv) expenses associated with the preparation of the Proposal, negotiating the terms of this Agreement, and costs incurred prior to the Execution Date unless included in the Approved Budget; or (vi) expenses not listed in the Authorized Budget.
- (b) Grantee shall not adjust any line item expenditure in the Approved Budget by more than 10% without the prior written approval of the City Representative listed in Section 10. Grantee shall submit requests for line item adjustments in accordance with the notice procedures in Section 10.
- (c) Grantee may not use the City Funds to supplant (displacing or replacing) funds provided by other entities or held by Grantee prior to the Execution Date to provide other youth services already being funded by those entities or donations received by Grantee for such other youth services.
- (d) This Section 4 will survive the expiration or termination of this Agreement.

5. Accounting and Reporting.

- (a) Grantee shall keep all City Funds received under this Agreement separate from all other funds under its control.
- (b) Grantee shall maintain records of all matters related to this Agreement including, but not limited to, books, financial records, supporting documents, statistical records, personnel records, property records, and all other pertinent records sufficient to reflect properly: All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of this Agreement and all other matters covered by this Agreement. The records shall document all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges paid with the City Funds. Grantee shall submit to the City, at such times and in such forms as the City may require, such records pertaining to matters covered by this Agreement.
- (c) Grantee shall allow its records related to the services provided under this Agreement for inspection and audit by City. At City's election, the City Accounting Manager or City Auditor, at all reasonable times, may audit Grantee's books,

records, and accounts to determine whether the Grantee has complied with the terms of this Agreement. City shall have the right for any reason whatsoever to perform, or cause to be performed an independent audit. Such audits may cover programmatic as well as fiscal matters. Grantee will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such independent audits shall be borne by the City. This Section 5(c) will survive the expiration or termination of this Agreement.

- (d) Within the time period specified in Attachment 1, Grantee shall provide City with progress reports which lists the number of youth participating in the program and other matters regarding the program as listed in the Authorized Services and outlined in Exhibit A and Attachment 1A.
- (e) Within 30 calendar days after either completion of the Authorized Services or the Expiration Date, whichever occurs first, Grantee shall provide City with a final report that lists the program accomplishments and expenditure of the City Funds. Grantee's failure to provide the final report or Grantee's unauthorized use of City Funds may result in the Grantee being barred from being eligible for City grant funding in future years.
- (f) If the City Accounting Manager or City Auditor determines that the City Funds were expended by Grantee for uses not listed in the Authorized Budget or in violation of the restrictions listed in Section 4, upon receipt of the written demand issued by City which details the unauthorized expenditures, Grantee shall reimburse City for the amount of the unauthorized expenditures. Reimbursement shall be made by check payable to the City and delivered to the City Representative at the address set forth in Section 10 within 30 days from the date of the demand for repayment. This Section 5(f) will survive the expiration or termination of this Agreement.

6. Inspection, Monitoring, Evaluation and Program Changes. At any time during normal business hours, and as often as may be deemed necessary, Grantee agrees that the City, and/or any of its authorized representatives shall have access to and the right to examine its offices and facilities engaged in performance of services under this Agreement. No prior notice to Grantee of such inspection by City shall be required.

Grantee shall furnish all data, statements, records, information, and reports necessary for the City to monitor, review and evaluate Grantee's performance of the Authorized Services. Grantee shall cooperate with the City in the conduct of any evaluation of Grantee's youth development program and services. Grantee shall further cooperate to incorporate minor modifications to the program that may be discovered as necessary and appropriate as a result of feedback from the monitoring and evaluation process. City shall have the right to request the services of an outside agent to assist in any such evaluation, which services shall be paid for by the City.

Grantee recognizes and agrees that an evaluation of the Authorized Services will be completed after the expiration of the first year or the Term. In the event funding for a second year is included in this Agreement, Grantee acknowledges and agrees that such additional funding may be determined based on the results of the evaluation process and City may request changes to the Authorized Services and Approved Budget for the second year of services.

7. **Non-Discrimination.** Grantee shall not discriminate against any program participant on the grounds of sex which includes gender identity and gender expression, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language or immigration status. The foregoing is based on Section 51 of the CA Civil Code, which is incorporated herein by reference as if set forth herein in full, and includes any other applicable federal, state, or local law prohibiting discrimination.

If Grantee is a religious organization, Grantee may not require program participants to engage in any activity or ceremony associated with education or advocacy of that organization's religious beliefs or creed. However, the program offered by Grantee under this Agreement may be held within a church building or a building that may include religious statutes or displays associated with that organization's beliefs or creed.

8. **Criminal Background Check.** Grantee and all of its employees, volunteers and subcontractors which will have supervisory or disciplinary authority over minors or will have direct contact with minors providing services under this Agreement are required to be fingerprinted and checked for certain types of criminal convictions before providing services per California Public Resources Code Section 5164 and California Education Code Section 10911.5. Grantee shall require its employees, volunteers and subcontractors providing services under this Agreement to minors to submit to being fingerprinted for the criminal conviction review by the State Department of Justice. City may require Grantee to submit evidence of Grantee's compliance with this requirement at any time during the Term of this Agreement.

If any at time after the criminal conviction review process has been completed, Grantee or any of its employees, volunteers or subcontractors is arrested for a felony or misdemeanor involving moral turpitude, Grantee shall immediately notify the City Representative listed in Section 10. City may suspend the right of such person(s) to continue to provide services under this Agreement until the charges are dismissed or there is a settlement or conviction, and City may terminate this Agreement in lieu of suspension at its sole discretion.

9. **Suspension and Termination.** City shall have the right, at any time, to temporarily suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. If City gives such notice of suspension, Grantee shall immediately suspend its activities under this Agreement, as specified in such notice.

This Agreement may be terminated prior to the Expiration Date by either party by giving thirty (30) days' notice to the other in writing of its intent to terminate the Agreement for its convenience. Upon such notice, Grantee shall cease any further work related to this Agreement. Nothing in this Agreement shall be deemed to be a waiver of the City's right to recover from Grantee any portion of the City Funds that have not been spent in accordance with this Agreement or that have not been spent as of the date of notice.

City may terminate this Agreement for breach prior to the Expiration Date if the City Manager or the City Manager's designee determines that any of the following circumstances has occurred:

- (a) Grantee has failed submit records when requested or improperly used the City Funds (see Sections 4 and 5);
- (b) Grantee has made any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement;
- (c) There is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement that may materially jeopardize or adversely affect Grantee's ability to implement the Authorized Services;
- (d) Grantee has violated the non-discrimination provisions or the religious restrictions in Section 7;
- (e) Grantee has failed to conduct criminal background checks as provided in Section 8;
- (f) Grantee or has failed to perform or has performed unsatisfactorily any term of this Agreement, including failure to submit the required reports and documents after the first year of the term; or
- (g) Grantee has completed the Authorized Services and submitted the required reports in accordance with Sections 5 and 6, so there are no further obligations by any party under this Agreement.

10. Representatives and Notices. Grantee shall assign a single program coordinator who shall have overall responsibility for the performance of this Agreement by Grantee. Should circumstances or conditions require a substitute Grantee coordinator, Grantee shall notify the City Representative identified below.

Any notice under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 10 to the persons identified below or their successors. If mailed, the notice will be effective on the second calendar day from the date it is deposited in the United States Mail addressed as set forth below with postage prepaid. A notice sent in any other manner (e.g., e-mailed

or hand-delivered) will be effective or will be considered properly given when actually delivered.

If to Grantee: Todd McPherson
Sacramento City Unified School District
Luther Burbank High School
3500 Florin Road
Sacramento, CA 95823
CC: Fanny Cheung, Controller
Todd-Mcpherson@scusd.edu
FannyCh@scusd.edu

If to City: Lindee Lane
Youth Development Policy Manager
City of Sacramento
915 I Street, 5th floor
Sacramento CA 95814
(916) 808-1171
Llane@cityofsacramento.org

Any party may change its address for these purposes by giving written notice of the change to the other parties in the manner provided in this Section 10.

- 11. Indemnity.** Grantee shall defend, hold harmless, and indemnify City, its officers, employees, and agents from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (collectively, "Liabilities"), including Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way related to Grantee's acts or omissions under this Agreement, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment, except that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of the City, its officers, employees, agents, or independent contractors who are directly responsible to City. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
- 12. Insurance.** During the term of this Agreement, Grantee shall maintain at its sole expense insurance coverage as follows:

 - (a) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or

more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Grantee, products and completed operations of Grantee, and premises owned, leased, or used by Grantee, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy must provide contractual liability and products and completed operations coverage for the term of the policy. The policy must not include an exclusion for sexual abuse, physical abuse, or molestation.

- (b) Automobile Liability Insurance is required if Grantee provides transportation for program participants providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of Grantee.

No automobile liability insurance is required if Grantee certifies as follows:

“Grantee certifies that a motor vehicle will not be used in the performance of any work or services under this Agreement. If, however, Grantee requires any employees of Grantee to use a vehicle to perform services under this Agreement, Grantee understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.”

_____ (Grantee initials)

- (c) Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). No Workers’ Compensation insurance shall be required if Grantee completes the following certification:

“I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance.”

_____ (Grantee initials)

- (d) The Commercial General Liability and Automobile Liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The City, its officials, employees, and agents must be covered by policy terms or endorsement as additional insureds.

- (2) Grantee's insurance coverage is primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents is in excess of Grantee's insurance and does not contribute with it.
 - (3) The City must be provided with 30 days' written notice of cancellation or material change in the policy language or terms.
- (e) Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms, or other variations that do not comply with the requirements of this Section 12 must be declared to and approved by City in writing prior to execution of this Agreement.
 - (f) Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements must be forwarded to the City Representative named in Section 10. Copies of policies must be delivered to City on demand. Certificates of insurance must be signed by an authorized representative of the insurance carrier.
 - (g) For all insurance policy renewals during the term of this Agreement, Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

- (h) The City may withhold payments to Grantee or terminate the Agreement if the insurance is canceled or is not renewed as required by this Section 12.
 - (i) Grantee's liability to the City is not in any way be limited to or affected by the amount of insurance coverage required or carried by Grantee in connection with this Agreement.
- 13. Conflicts of Interest.** During the Term of this Agreement, Grantee, its officers, directors, employees, and agents shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of City or that in any way hinders Grantee's performance under this Agreement.
- 14. Miscellaneous.**
- (a) *Compliance with Applicable Laws.* Grantee shall conduct its affairs and carry on its operations in compliance with all applicable federal, state, and local laws. Grantee

must be registered and in good standing with the Registry of Charitable Trusts maintained by the California Attorney General and the corporation must be registered, active, and in good standing with the Secretary of State corporation filings.

- (b) *Assignment.* Grantee may not assign or otherwise transfer this Agreement or any interest in it without City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this Section 14(b) is void.
- (c) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This Section 14(c) does not constitute the City's consent to any assignment of this Agreement or any interest in this Agreement.
- (d) *Independent Contractors.* Grantee may assign employees and volunteers or contract with third parties to perform the Authorized Services at its exclusive discretion and the services of such assigned employees, volunteers and third parties shall be at the sole expense of Grantee and they shall not be entitled to any benefits payable to employees of City.
- (e) *Third Parties.* This Agreement is for the sole benefit of Grantee and City and no other person or entity shall be entitled to rely upon, enforce, or receive any direct benefit from this Agreement.
- (f) *No Joint Venture.* It is understood and agreed that each party is an independent person, entity or government agency and that this Agreement shall not create a relationship between City and Grantee of employer-employee, joint venture, partnership, or any other relationship of association. Except as expressly provided in this Agreement or as the parties may specify in writing, neither party shall have authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent.
- (g) *Interpretation and Exhibits.* This Agreement is to be interpreted and applied in accordance with California law. Attachments 1 and 2, and Exhibits A and B are part of this Agreement.
- (h) *Waiver of Breach.* A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party's breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this Agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.

- (i) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.
- (j) *Counterparts.* The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same Agreement. Facsimiles, pdfs, and photocopies of signature pages of the Agreement have the same binding effect as originals.
- (k) *Time of Essence.* Time is of the essence in performing this Agreement.
- (l) *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.
- (m) *Authority.* Each of the signatories to this Agreement represents that he/she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year first stated above.

City of Sacramento

By: _____
Christopher Conlin, Assistant City Manager
For: Howard Chan, City Manager

Approved as to Form:

By: _____
Senior Deputy City Attorney

Attest:

By: _____
Assistant City Clerk

Sacramento Unified School District

By: _____
Rose Ramos, Chief Business officer

EXHIBIT A
MARKETING AND REPORTING REQUIREMENTS

Grantee shall comply with the following requirements in administration of the Youth Development program financed with the City Funds:

1. Marketing Requirements

Grantee shall support the efforts and promotion of Citywide Youth Investments. This requirement includes the following tasks:

- a. All collateral (brochures, posters, social media posts, giveaways) developed using the City Funds must include the following statement and Measure U Logo. "This program is funded by City of Sacramento, Paid for by Measure U."
- b. Grantee must register their organization and programs on the www.YouthLinkSac.com to encourage utilization of the website.
- c. Support the dissemination of information about www.YouthLinkSac.com to communities and youth that the Grantee works with as requested by the City and further outlined in the provided toolkit. The toolkit includes key talking points, pre-made social media assets, email templates, and a presentation template. You can [access and download the digital toolkit here](#).
- d. Participate in trainings related to Citywide outreach efforts or programs deemed important by City Program Managers.

2. Site Visits

The City reserves the right to conduct monitoring visits, with reasonable notice, at any time during the grant agreement period. These on-site or virtual visits will enable the Grantee to show City staff day-today program operations.

3. Reporting Requirements

Grantee is required to provide quarterly, mid-year, and end-of-year reports, as well as participant surveys and expenditure reports, which serve as critical elements in the City's grant monitoring and oversight process. If Grantee is unable to demonstrate sufficient progress towards program objectives or Grantee is unable to demonstrate spending in accordance with the Agreement's budget (Attachment 2), City could withhold funding and terminate the Agreement and/or disqualify Grantee from award of future City youth development grants.

As part of the reporting requirements, Grantee is required to collect basic participant demographic information, administer a participant survey, and submit reports that demonstrate the implementation of grant activities and progress/completion of program goals, for each year of the Agreement period, as follows (reporting templates will be provided):

- a. Quarter 1 Report (expenditures, participants, activity status)
- b. Mid-Year Progress Report (expenditures, participants, activity status, progress towards objectives, survey status, program highlights)

- c. Quarter 3 Report (expenditures, participants, activity status)
- d. End-of-Year Report (expenditures, participants, activity status, assessment of objectives, survey status, program highlights and challenges)

4. Grant Expenditure Accounting and Reporting

Grantee shall track the City Fund expenditures as a standalone project, activity code, or assigned project to prevent the commingling of other organization expenses not related to the grant-funded program.

Grantee's expenditure reporting must align with the Budget (Attachment 2) and must include documentation corroborating all expenses including time sheets and receipts with written justification as to the purpose of the expenditure. Should the City find the documentation submitted to be insufficient or the Grantee used City Funds for ineligible costs, the City reserves the right to terminate the Agreement, withhold future payments, and/or seek reimbursement.

5. Grant Administration Costs

To ensure successful management of the proposed program, Grantee (especially grassroots, emerging or small applicant types) were encouraged to propose a reasonable amount in their budget to administer the program (see RFP- Applicant Types & Funding Priorities, pp. 7-10), which includes staff time and data collection tools/technology required to meet grant agreement reporting requirements. As a result, City does not intend to increase the amount of the City Funds if Grantee did not allocate a sufficient amount for program administration costs in its Budget (Attachment 2).

EXHIBIT B

Citywide Youth Development Plan & Framework for Children and Youth Programs

CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

VISION

All Sacramento children and youth are valued and reach their fullest potential.

MISSION

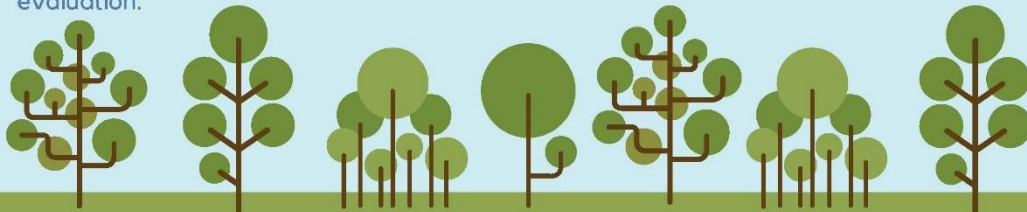
The City of Sacramento leads collaboratively to provide systemic and sustainable investments and opportunities, harnessing collective assets to champion intentional and equitable pathways for young people to succeed.

VALUES STATEMENT

- ✿ **Youth Voice:** We honor the youth's statement, "Nothing about us without us."
- ✿ **Elimination of Systemic Barriers:** We believe it is our responsibility to actively seek ways to break systemic barriers so that youth have access and ability to fully utilize resources and supports.
- ✿ **Cultural Humility:** We commit to acknowledging our individual and institutional biases, accepting that there are gaps in our knowledge, and being open to new ideas.
- ✿ **Mutual Respect:** We build relationships through developing a culture of mutual respect and inclusivity.
- ✿ **Integrity:** We believe in conducting our work in an honest, moral, ethical, and accountable manner.
- ✿ **Innovation:** The *status quo* is unacceptable if it is not improving the lives of Sacramento children and youth, and thus, we call for thinking outside of the box to better support Sacramento's youngest residents.
- ✿ **Courage:** We believe that having the audacity to take risks, stand up for what is right, and address the most challenging situations is unquestionable.

GOALS: Through its own programs and strategic partnerships, the City of Sacramento will strive to achieve the following goals.

- ✿ Contribute to the healthy development of **children ages 0-5** so that they are prepared for school;
- ✿ Provide resources, support, and connection to effective programs and services that lead to **success in education**;
- ✿ Build **21st century skills** including leadership, workforce development, life, resiliency, and social-emotional skills;
- ✿ Provide opportunities for young people to become **active and engaged community members**;
- ✿ Create a **safe environment**, both physically and emotionally, in all settings, honoring culture and community;
- ✿ Promote **equity, justice, and accountability** with a concerted application of resources toward those youth in greatest need;
- ✿ Empower **families** to engage in their children's healthy development; and
- ✿ Implement the **youth development framework** in all program design, operations, and evaluation.



CITY OF SACRAMENTO

CITYWIDE YOUTH DEVELOPMENT PLAN

PROPOSED FRAMEWORK FOR CHILDREN & YOUTH PROGRAMS

When designing, implementing, and evaluating its children and youth programs, the City of Sacramento will strive to offer all young people, regardless of background, the highest-quality youth development experiences. To ensure these experiences result in positive outcomes, the City and its partners will provide youth with research-based supports and opportunities that integrate a set of social justice principles, aligning with the City's core values, into staff, program delivery, and organizational/institutional practices.

Social Justice Principles

- Analyze Power in Social Relationships
- Promote Systemic Social Change
- Make Identity Central
- Encourage Collective Action
- Embrace Youth Culture



Supports and Opportunities

Safety

- Emotional
- Physical
- Cultural

Relationship-Building

- With adults
- With peers

Skill-Building

- Challenging
- Interesting
- Leading to growth and mastery

Youth Participation

- Input and decision-making
- Opportunities for leadership
- Sense of belonging

Community Involvement

- Ability to impact community



**ATTACHMENT 1
AUTHORIZED SERVICES**

To help ensure a high-quality youth development experience, Grantee shall make every effort to integrate the five youth development supports and opportunities and social justice principles outlined in the Plan (Exhibit B) when designing and implementing programming. The Grantee shall use the funds provided by the City under this Agreement solely to do the following:

Agency Name: SCUSD – Luther Burbank High School

Program Name: Urban Agriculture Workforce Project

Programmatic Period: (Y1) June - August 2021, September – June 2022; (Y2) July – August 2022, September – June 2023

Estimated Service Hours (enter the total # of hours each participant is expected to complete for the program in Y1 & Y2): **Interns 350 hours; After school program participants range from 100 hours - 300 hours, plus other Academy work/activities**

Age of targeted participants	Projected number of participants to be served in Y1:	Projected number of participants to be served in Y2:
0-5	0	0
6-12	60	120
13-17	120	120
18-24	10	10
TOTAL	190	250

Targeted participants reside or attend school in the following Priority Neighborhoods (select all that apply):

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Strawberry Manor | <input type="checkbox"/> Old North Sacramento | <input checked="" type="checkbox"/> Lemon Hill | <input checked="" type="checkbox"/> Franklin |
| <input type="checkbox"/> Del Paso Heights | <input type="checkbox"/> Twin Rivers | <input checked="" type="checkbox"/> Woodbine | |
| <input type="checkbox"/> Del Paso Nuevo | <input type="checkbox"/> Alkali Flat | <input checked="" type="checkbox"/> Meadowview | |
| <input type="checkbox"/> Wills Acres | <input type="checkbox"/> Mansion Flats | <input checked="" type="checkbox"/> Parkway | |
| <input type="checkbox"/> Richardson Village | <input checked="" type="checkbox"/> Marina Vista-Alder Grove | <input type="checkbox"/> Valley Hi/North Laguna | |
| <input type="checkbox"/> South Hagginwood | <input type="checkbox"/> North Oak Park | <input type="checkbox"/> Gardenland/Northgate | |
| <input type="checkbox"/> Noralto | <input type="checkbox"/> South Oak Park | <input type="checkbox"/> South Natomas | |

And/Or;

Targeted participants are experiencing two or more of the following (select all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Academic underperformance | <input checked="" type="checkbox"/> Justice involved |
| <input checked="" type="checkbox"/> Current or former foster youth | <input checked="" type="checkbox"/> Incarcerated parents/siblings |
| <input checked="" type="checkbox"/> LBGTQ+ | <input checked="" type="checkbox"/> Mental or behavioral health challenges |
| <input checked="" type="checkbox"/> Teen parent | <input checked="" type="checkbox"/> Youth with disabilities |
| <input checked="" type="checkbox"/> Current or formerly under/unhoused | |
| <input checked="" type="checkbox"/> English language learner | |

Summary of Program:

The overarching goal of the Urban Agriculture Academy (UAA) at Luther Burbank High School (LBHS) is to inspire and cultivate a new, diverse, and ecologically literate generation of Agricultural Leaders and Innovators. *The Urban Agriculture Workforce Project* is specifically designed to accelerate this process by increasing campus and community engagement and broadening program impact through strategic, deep, and layered, investment in key program components. These key components are Community Partnerships, paid garden internships, Workforce Development, and College and Career Readiness programming.

Deepening the UUAs community partnerships is key to increasing our programmatic impact. The *Urban Agriculture Workforce Project* funds will allow the Academy to expand its existing partnership with local CBO and statewide agriculture education powerhouse The Center for Land-Based Learning (CLBL) formally sub-contracting with them for assistance in increasing our Workforce Development offerings, expanding our paid internship program, and adding more college and career exploration opportunities for all 120 Urban Agriculture Academy students.

Expanding the Urban Agriculture Academies Paid Internship Program will enable the academy to provide more students with better supported, meaningful, and industry relevant paid work experience while at the same time increasing the youth engagement and food production capacity of the Burbank Urban Garden (BUG), Luther Burbank High School's one acre student farm and the foundation upon which the UAA is built. A better running and more productive student farm means deeper and more meaningful educational opportunities for all 120 UAA students (who use BUG daily as an outdoor classroom and learning lab). These improvements will also increase the ability for additional LBHS teachers across the disciplines to access the educational opportunities and social emotional benefits offered by our beautiful campus farm, a positive asset for all 1,800 students on campus.

The programmatic expansions made possible through a deeper UAA and CLBL partnership, combined with the growth, in both size and impact, of the Paid Internship Program will create lasting community benefits beyond the walls of LBHS. A more productive and engaging BUG will create new avenues to engage lower grade level students from surrounding elementary and middle schools through UAA Student-led field trips to the BUG, something we have always wanted to do, but have never had the capacity to deliver. Additionally, increased food production capacity in the BUG means more local, student-grown, organic produce will flow into the surrounding community, further establishing the UAA and BUG as a hub for individual, community and environmental health in the South Area, one of Sacramento's two federally recognized food deserts.

The *Urban Agriculture Workforce Project* funds will also allow for a dramatic expansion in the UUAs College and Career Readiness, and Workforce Development programming. This programming when combined with the intimate, hands-on, and industry relevant knowledge our academy students gain through continual engagement in the BUG creates unique ladders of opportunity designed to springboard them into the innovative, essential, and lucrative industries of Agriculture and Natural Resource Management.

Tragically, despite being in the heart of one of the largest and most productive agricultural economies on the planet, the racially and culturally diverse youth of South Sacramento have few, if any, opportunities to develop the experience and skills necessary to access the highest levels of these industries due to the lack of available and relevant programming. Most urban youth don't even know these career paths exist, much less have dedicated and supported spaces in which to pursue them. Unfortunately, this lack of programming not only affects our youth but also feeds the bigger problem of a lack of diversity plaguing these industries at the highest levels. Of course, this problem is *Not* unique to Sacramento, but it *Is* a problem that Urban Agriculture Academy with help of our partners, is designed and uniquely situated to address.

By our most conservative estimates, the *Urban Agriculture Workforce Project* will directly impact well above 400 youth at LBHS and beyond over its two-year tenure. Through this project, new student jobs will be created, new college and career doors will be opened, and countless South Area youth will gain access to a beautiful and productive learning farm designed to provide both innumerable opportunities for inspiration, inquiry, education, AND healthy food for them and their families.

Timeline and Description of Program Activities and Services to be Provided:

YEAR 1	
The Urban Agriculture Academy will officially partner with regional Ag Education powerhouse The Center for Land-Based Learning (CLBL), subcontracting to expand our workforce development programming, and Ag Industry College and Career exploration offerings for academy students.	June 1, 2021 - June 30, 2022
Ten to Twelve Burbank Urban Agriculture Academy (UAA) students will be selected to serve as Burbank Urban Garden (BUG) interns and given the opportunity of up to 350 hours of supported and paid work in the Burbank Urban Garden for the year Beginning July 1 2021 - June 30 2022. To be eligible Interns must have completed a minimum of 1 year of Academy classes and complete the hiring process.	June 15, 2021 – June 30, 2022
Urban Agriculture Interns will receive 40 hours of preparatory 21st Century Workforce skills training over the course of the year.	July 1, 2021 – June 16, 2022
Two to four Internship alumni will be offered Internship Supervisory Assistant positions from CLBL, hired to assist program managers with BUG student intern’s supervision and projects throughout their tenure.	July 1, 2021 – June 30, 2022
Four college students from UC Davis, Sacramento State, and/or Cosumnes River College will be recruited to serve as mentors to the BUG students.	July 1, 2021 – June 16, 2022
UAA Students will participate in up to three college visits each grant year	September 1, 2021 – June 30, 2022
Agriculture and Natural Resource related industry professionals will be brought to the Urban Ag Academy as guest speakers, presenting to classes and spending dedicated time with Interns (Interns will provide tours for guests)	September 1, 2021 – June 16, 2022
Up to seven advanced UAA Students (2nd and 3rd year) will have the opportunity to participate in CLBL’s FARMS Leadership program.	September 1, 2021 – June 16, 2022
All Urban Ag Academy Students will receive 4 hours of workforce development workshops taught by CLBL Internship Coordinator (120 students)	September 1, 2021 – June 16, 2022
Students will learn about and explore local produce distribution models such as farm stands, Farmers Markets, CSA’s, and perform market research to begin creating distribution avenues of student- grown produce into the immediate community.	September 1, 2021 – June 16, 2022
Urban Agriculture Academy Students will coordinate and host two “field Trips” to the Burbank Urban Garden for local elementary and middle schools within the Burbank Feeder pattern. Outreach, Garden Tours and Activities will be led by Garden Interns and Advanced academy students.	September 1, 2021 – June 16, 2022

YEAR 2	
The Urban Agriculture Academy will partner with regional ag education powerhouse The Center for Land-Based Learning (CLBL), subcontracting to expand our workforce development programming, and Ag Industry College and Career exploration offerings for academy students.	June 1, 2022 – June 30, 2023
<p>Thirteen to Fifteen (13-15) Burbank students will be selected to serve as Burbank Urban Garden (BUG) interns, working 15-20 hours a week in the garden (150 hours) on the school campus in the summer</p> <ul style="list-style-type: none"> • Five to Seven (5-7) Students from the previous year’s Internship crew will be offered the opportunity to apply for the second year Leadership Intern Positions. If selected they will work for an additional year as level 2 Garden Interns, applying their experience and skill to 	June 15, 2022 – June 30, 2023
Level 2 Second Year Interns will participate in off campus learning and work opportunities at local Urban Farms, Farmers Markets and other Local Agriculture and Food focused businesses and organizations facilitated by CLBL	July 1, 2022 - June 30, 2023
Urban Agriculture Interns will receive 40 hours of preparatory 21st Century Workforce skills training over the course of the year.	July 1, 2022 – June 15, 2023
Two to four Internship alumni will be offered Internship Supervisory Assistant positions from CLBL, hired to assist program managers with BUG student interns supervision and projects throughout their tenure.	July 1, 2022 – June 15, 2023
Four college students from UC Davis, Sacramento State, and/or Cosumnes River College will be recruited to serve as mentors to the BUG students.	September 1, 2022 – June 15, 2023
UAA Students will participate in up to three college visits each grant year	September 1, 2022 – June 15, 2023
Agriculture and Natural Resource related industry professionals will be brought to the Urban Ag Academy as guest speakers, presenting to classes and spending dedicated time with Interns (Interns will provide tours for guests)	September 1, 2022 – June 15, 2023

**ATTACHMENT 1A
OUTCOMES & IMPACT TABLE**

Overarching Goal: empower youth to discover and participate in local food systems that encourage healthy living, nurture the environment, and grow sustainable communities.

Program Goal	Program Objective(s)	Program Activities	Program Outcomes (include target numbers and percent)	Evaluation Method
<p>Goal #1: Meaningful first job experience for interns that enhances work-readiness and develops career-relevant skills, and allows each participant to earn an income.</p>	<p>Current Burbank students will be offered paid internships on the campus of Luther Burbank</p> <p>BUG alumni are offered employment opportunities with CLBL to assist current BUG Interns</p> <p>Regional College students in ag/food/environment will be recruited to mentor BUG Interns</p>	<p>Ten Burbank students in grant year 1 and 13 in grant year 2 will be selected to serve as Burbank Urban Garden (BUG) interns, working 15-20 hours a week in the garden (150 hours) on the school campus in the summer and then 100 hours each semester of the school year.</p> <p>Interns will receive 40 hours of preparatory job skills training over the course of the year.</p> <p>2-4 alumni from the BUG program will be offered Assistant positions from CLBL to assist the current BUG student interns during the summer and school year.</p> <p>Four college students from UC Davis, Sacramento State, and/or Cosumnes River College will be recruited to serve as mentors to the BUG students.</p>	<p>90% of up to 23 BUG interns over the grant period will gain understanding and experience on what it takes to operate and maintain a small-scale urban farm operation through a 9–12-month seasonal cycle here in the Sacramento area. This will include routine operations and maintenance, continued infrastructure and production capacity expansion, production tracking, marketing and distribution development and overall farm management.</p> <p>100% of up to 23 interns over the grant period will report that they learned a new skill for obtaining employment and/or for when employed.</p> <p>100% of 23 participants are placed in an internship or job. For programs focused on vocational pathway pathways/careers: 100% of up to 23 interns over the grant period placed in an internship or job in a demand sector.</p> <p>80% of up to 23 interns over the grant period remained in internship or job for more than 60 days</p>	<p>Student pre-post surveys</p> <p>BUG intern focus groups</p> <p>Employment records</p>

<p>Goal #2: Students have opportunities to explore post-secondary options in college and agriculture-related careers.</p>	<p>Students learn about colleges offering ag and environment-related majors</p> <p>Students are exposed to careers and jobs in ag-related fields</p>	<p>Students will participate in up to three college visits each grant year</p> <p>Ag-related industry employees will be guest speakers in the Urban Ag Academy</p> <p>Up to seven Burbank students will have the opportunity to participate in CLBL's FARMS Leadership program</p> <p>Year 2: Additional work-site opportunities in the community in agricultural companies and organizations</p>	<p>90% of 110 students increase their knowledge of post-secondary majors in agriculture and environment-related academic pathways</p> <p>90% of 110 students increase their knowledge of careers in agriculture and avenues to enter the field</p>	<p>Student pre-post surveys</p> <p>Student Focus Groups</p>
<p>Goal #3: Students gain 21st Century Workforce skills</p>	<p>Students are better prepared to successfully enter the workforce</p>	<p>Urban Ag Academy Students receive 4 hours of workforce development workshops taught by CLBL Internship Coordinator</p> <p>BUG Interns receive 40 hours of 21st Century Workforce Skills training</p>	<p>90% of 110 participants report that they better understand how to manage their money.</p> <p>90% of 110 participants complete a cover letter and resume.</p> <p>100% of 23 Interns increase their understanding and demonstrate their competency of 21st Century Workforce skills</p>	<p>Student pre-post surveys</p> <p>Completed cover letters and resumes</p> <p>Training sign-in sheets</p>
<p>Goal #4: Year 2 BUG Interns gain workforce experience in the greater community</p>	<p>After successfully completing a first-year internship on campus, students are prepared to work in the greater community</p>	<p>Students participate in work opportunities at local farms, farmers markets, other food/ag organizations and businesses, facilitated by CLBL</p> <p>Students will explore local produce distribution models such as farm stands, Farmers Markets, CSA's, and perform market research to</p>	<p>100% of 13 Year 2 BUG Interns demonstrate knowledge and understanding of the greater community food system and their place in it.</p> <p>100% of 13 Year 2 BUG Interns understand the opportunities for career pathways and employment in ag and environmental sciences in the Sacramento Region.</p>	<p>Employment records</p> <p>Student pre-post surveys</p> <p>Intern work logs and reflections/journals</p> <p>Intern focus groups</p>

		begin creating distribution avenues of student- grown produce into the immediate community.	90% of 13 Year 2 BUG Interns show increased skills and confidence in their ability to grow and sell food	Community work-site host surveys Year 2 BUG Intern Seminar, presentations to Year 1 Interns and community members
			If data is available prior to the submission of final grant data: 60% of Year 2 BUG Interns pursue post-secondary education in agriculture and environmental sciences	College acceptance letters and/or class schedules for following school year post graduation (If available at the time the grant data is due)

**ATTACHMENT 2
APPROVED BUDGET**

Applicant Agency:	Luther Burbank High School - SCUSD
Program Name:	Urban Agriculture Workforce Project
Year 1 FY:	2021-2022
Programmatic Period:	6/1/21-6/30/22

Budget Line Item	City of Sacramento Grant Amount	Other Sources of Support		Total Program Budget	Budget Justification & Notes: Provide a clear and concise justification for each line item to correspond with the amount indicated in column C and/or notes to correspond with columns D-E.
		Cash	In-Kind		
I. DIRECT COSTS - PERSONNEL					
Total Direct Service Staff Salaries			\$ 33,960	\$ 33,960	\$27,000 for Project Coordinator + 6,960 for Accessibility Coordinator positions, both covered by SCUSD funding
Total Direct Service Staff Fringe & Benefits				\$ -	
II. DIRECT COSTS - OTHER					
Total Equipment/Furniture	\$ 15,000			\$ 15,000	These funds will be used to purchasing a hydrolic dump trailer to be used moving and hauling equipment, supplies, and garden inputs in and around the farm, and picking up necessary supplies and bringing them to the BUG.
Total Facility Rental				\$ -	
Total Food				\$ -	
Total General Office Supplies				\$ -	
Total Participant Incentives	\$ 800			\$ 800	Funds will be used for guest speaker Honorariums for the industry professionals who come to the academy to work with and present to our interns and Academy students. (8, \$100 Gift cards for guest speakers, 4 per semester).
Total Program Supplies	\$ 3,953			\$ 3,953	\$3,953 for necessary program supplies such as replacing broken or worn out tools and equipment.
Total Staff Training				\$ -	
Total Telephone/Internet/Communications				\$ -	
Total Travel/Transportation				\$ 4,500	BUS/Transportation cost for 3 adacemy field trips per year. (1,500/trip x 3 trips per year)
III. YOUTH WAGES AND STIPENDS					

					<p>The requested funds cover a portion of student and academy alumni wages. Full cost for academy interns for year 1 is \$58,800, plus 18,000 for the Alumni Intern Assistants for a total of 76,800.</p> <p>Academy Intern wages are calculated as follows, 12 Interns @ \$14/hr x 350 hrs =\$58,800 Alumni Intern Assistant Wages are calculated as 2 Alumni, 600 hrs (50 hrs/mo x 12 mo) x \$15/hr = \$18,000.</p> <p><u>Wages for year 1 are split between partners as follows:</u> SYDPF Request: \$24,000 for Academy Interns (41%) + 18,000 for Alumni Intern Assistants=42,000 Other Sources: SCUSD will contribute \$19,500 (33%) + Thousand Strong 15,300 (26%) = \$34,800</p>
Total Youth Wages	\$ 42,000		\$ 34,800	\$ 76,800	
Total Youth Wages Fringe				\$ -	
Total Youth Stipends	\$ 8,000			\$ 8,000	<p>These funds are to provide stipends for post secondary mentors from local colleges and universities. Mentors will provide peer-to-peer mentoring, assist on projects, work with student interns, role modeling, career connections, bring specialized knowledge.</p> <p>Year 1; 16 stipends at \$500 each per year = \$8,000</p>
IV. ADMINISTRATIVE/INDIRECT COSTS					
Total Administrative/Indirect Costs			\$ 2,648	\$ 2,648	District Indirect is 3.70%. Not charged to Grant
V. SUBCONTRACTORS - COMPLETE Y1 SUBCONTRACTORS SHEET					
Total Subcontractors	\$ 83,553			\$ 83,553	The total subcontract cost covers the CLBL Internship Coordinator Position plus the expenses and supplies needed for expanding the paid interhsip, workplace readiness, and college and career programming offered by the Urban Agriculture Academy.
VI. PROGRAM EVALUATION					
Total Program Evaluation				\$ -	
VII. OTHER					
Total Other				\$ -	
TOTAL EXPENSES					
	\$ 153,306	\$ -	\$ 71,408	\$ 229,214	

TOTAL SUBCONTRACTORS: \$

83,553 MUST EQUAL AMOUNT IN CELL C29

Subcontractor #1	Center for Land-Based Learning
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	City of Sacramento Grant	Budget Notes	Description of Services
I. PERSONNEL (Salaries & Fringe Benefits)	47,812	CLBL Internship Coordinator (.75FTE (1530 hours X \$25/hour Year 1= \$47,812 *includes Benefits @25%)	The CLBL Internship Coordinator will provide direct support to Urban Agriculture staff and students specifically assisting with the paid student internships (including programming and payroll), Farms Leadership program, scheduling and logisitcs for college and career visits etc. This is a .75 FTE position with CLBL and cost includes thier 25% Indirect
II. OTHER COSTS	\$19,030	Food for Orientation Meetings Food for Trainings Healthy Snacks for Workdays	
III. ADMINISTRATIVE/ INDIRECT COSTS	16,710.50	CLBL 25% Indirect (Current ICR is 26.2% and subcontractor provided cost breakdown to City)	

TOTAL SUBCONTRACTOR #1 EXPENSES	\$ 83,553
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Applicant Agency:	Luther Burbank High School - SCUSD
Program Name:	Urban Agriculture Workforce Project
Year 2 FY:	2022-2023
Programmatic Period:	7/1/2022-6/30/2023

Budget Line Item	City of Sacramento Grant	Other Sources of Support		Total Program Budget	Budget Justification & Notes: Provide a clear and concise justification for each line item to correspond with the amount indicated in column C and/or notes to correspond with columns D-E.
		Cash	In-Kind		
I. DIRECT COSTS - PERSONNEL					
Total Direct Service Staff Salaries			\$ 33,960	\$ 33,960	\$27,000 for Project Coordinator + 6,960 for Accessibility Coordinator positions, both covered by SCUSD funding
Total Direct Service Staff Fringe & Benefits				\$ -	
II. DIRECT COSTS - OTHER					
Total Equipment/Furniture				\$ -	
Total Facility Rental				\$ -	
Total Food				\$ -	
Total General Office Supplies				\$ -	
Total Participant Incentives	\$ 800			\$ 800	Funds will be used for guest speaker Honorariums for the industry professionals who come to the academy to work with and present to our interns and Academy students. (8, \$100 Gift cards for guest speakers, 4 per semester).
Total Program Supplies	\$ 3,500			\$ 3,500	These funds will be used for necessary program supplies such as replacing broken or worn out tools and equipment due to normal wear and tear.
Total Staff Training				\$ -	
Total Telephone/Internet/Communications				\$ -	
Total Travel/Transportation			\$ 4,500	\$ 4,500	BUS/Transportation cost for 3 academy field trips per year. (1,500/trip x 3 trips per year)
III. YOUTH WAGES AND STIPENDS					

					<p>These funds cover a portion of student and academy alumni Intern wages. The \$89,200 Total Youth Wages budget is the sum of Intern Wages (\$70,000) and the Alumni Intern Assistant wages (\$19,200), and reflects the addition of a year 2 leadership intern tier in which 5 interns from the previous year will be offered advancement to level 2 Leadership status Increasing responsibility and wages).</p> <p><u>Total cost of 1st and 2nd year interns is \$70,000</u> -The cost of the first year interns is \$42,000 (8 Interns x 350 hrs x \$15/hr). -The cost of the year 2 Leadership Interns is \$28,000 (5 Interns x 350 Hrs x 16/hr). <u>The Alumni Interns Assistant cost is \$19,200 (2 Alumni, 600 hrs (50 hrs/mo x 12 mo) x \$16/hr = \$19,200).</u></p> <p><u>Cost sharing among partners will be as follows:</u> SYDPF Request: \$25,500 (36% 1st & 2nd yr Interns) + \$19,200 (Alumni Interns) =\$44,700 Other Sources: SCUSD \$30,000 (43% 1st & 2nd yr Interns) + Thousand Strong \$14,500 (21%1st & 2nd yr interns) = \$44,500</p>
Total Youth Wages	\$ 44,700		\$ 44,500	\$ 89,200	
Total Youth Wages Fringe				\$ -	
Total Youth Stipends	\$ 10,000			\$ 10,000	These funds are to provide stipends for poste secondary mentors from local collegees and universities
IV. ADMINISTRATIVE/INDIRECT COSTS					
Total Administrative/Indirect Costs					
V. SUBCONTRACTORS - COMPLETE Y2 SUBCONTRACTORS SHEET					
Total Subcontractors	\$ 87,694			\$ 87,694	The total subcontract cost covers the CLBL Internship Coordinator Position plus the expenses and supplies needed for expanding the paid interhsip, workplace readiness, and college and career programming offered by the Urban Agriculture Academy.
VI. PROGRAM EVALUATION					
Total Program Evaluation				\$ -	
VII. OTHER					
Total Other				\$ -	
TOTAL EXPENSES					
	\$ 146,694	\$ -	\$ 82,960	\$ 229,654	

TOTAL SUBCONTRACTORS: \$

87,694 MUST EQUAL AMOUNT IN CELL C29

Subcontractor #1	The Center for Land-Based Learning
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	City of Sacramento Grant	Budget Notes	Description of Services
I. PERSONNEL (Salaries & Fringe Benefits)	\$49,725	CLBL Internship Coordinator, .75FTE (1530 hours X \$26/hour Year 2 = \$49,725 *includes Benifits @25%)	The CLBL Intership Coordinator will provide direct support to Urban Agriculture staff and students specifically assisting with the paid student interships (including programming and payroll), Farms Leadership program, scheduling and logisitcs for college and career visits etc. This is a .75 FTE position with CLBL and cost includes thier 25% Indirect
II. OTHER COSTS	\$20,430	Food for Orientation Meetings Food for Trainings Healthy Snacks for Workdays	
III. ADMINISTRATIVE/INDIRECT COSTS	17,538.75	CLBL 25% Indirect (Current ICR is 26.2% and subcontractor provided cost breakdown to City)	

TOTAL SUBCONTRACTOR #1 EXPENSES	\$ 87,694
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Business Services

Contracts Office

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

Jorge A. Aguilar, Superintendent

Rose Ramos, Chief Business Officer

MASTER AGREEMENT

for

ARCHITECTURAL SERVICES

with

RAINFORTH GRAU ARCHITECTS

April 16, 2021

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MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Master Agreement for Architectural Services ("Agreement") is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the "District"), and Rainforth Grau Architects (the "Architect"), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction administration of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

In consideration of the covenants and conditions contained in this Master Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 **Additional Services:** "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.
- 1.2 **Agreement:** "Agreement" shall mean this Master Agreement for Architectural Services.
- 1.3 **Architect:** "Architect" shall mean Rainforth Grau Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.
- 1.4 **Basic Services:** Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.
- 1.5 **Contract Documents:** "Contract Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, the Project Authorization Form attached hereto as Exhibit A, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.6 **Contractor:** "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.7 **District:** "District" shall mean the Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

- 1.8 **Project:** "Project" shall mean the work of improvement described in Article 3 and the in the "Project Authorization" form attached as Exhibit A, and construction thereof, including the Architect's services thereon, as described in this Master Agreement.
- 1.9 **Project Construction Cost:** "Project Construction Cost" shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Master Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.
- 1.10 **Wrongful Acts or Omissions:** "Wrongful Acts or Omissions" shall mean Architect's negligent acts, errors, or omissions in breach of this Master Agreement, the applicable standard of care, or law.

ARTICLE 2

RETENTION OF ARCHITECT: STANDARD OF CARE

- 2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with a mutually acceptable project schedule as set forth in each Project Authorization Form. The project schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The project schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect's reasonable control.

All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are licensed and qualified to provide the services required by the District; and Architect shall exercise due said level of skill and care to provide that all such services shall be conducted in conformance to, and compliance with applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA") that are in effect as of the date of this Master Agreement. Architect shall be responsible for the completeness of the plans and specifications.

ARTICLE 3

DESCRIPTION OF PROJECT

- 3.1 The Project concerning which such architectural services shall be provided is described in the Project Authorization Form, issued for each individual project, attached hereto as Exhibit A.

ARTICLE 4

COMPENSATION

4.1 Basic Services

4.1.1 For all "Basic Services" satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization form attached hereto as Exhibit A. This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	10%
Contract Documents Phase (50%)	15%
Contract Documents Phase (100%)	15%
DSA Back Check	5%
Bidding Phase	5%
Construction Phase	25%
Close Out Phase	5%
<hr/>	
TOTAL BASIC COMPENSATION	100%

4.2 Additional Services

4.2.1 For all "Additional Services," as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes within ten (10) days of receipt of District's request.

4.3 Reimbursable Expenses

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed and specify to which phase of the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.

4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor; and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

- 4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.
- 4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5

BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1 **General**

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the

standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a list of employees who will be dedicated to delivering the project on time and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

5.2 **Consultants**

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be retained or employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic observations of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.

5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this

Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

5.3 **Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor

plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5.5 **Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, and coordinated so as to minimize errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect

may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This project will not be delivered utilizing Construction Management, Multi Prime.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.6 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process regarding accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

5.6 **Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect

shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

5.7 **Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of

the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both CAD and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor with the District's prior written approval if such power to delegate was included in the Contract Documents and bid package. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to supervise, coordinate, and manage the compliance of the DSA Construction Oversight Process. The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC); (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements and as requested by the District, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall provide certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.2.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the American Arbitration Association ("AAA") in Sacramento, California.

5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.24 Architect shall make reasonable professional efforts to ensure that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall provide design services to remedy the violation at Architect's own cost. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 **Close Out Phase**

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

5.9 **Use of Previously Prepared Materials**

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

ARTICLE 6

ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set

forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Master Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 Providing financial feasibility or other special studies;

6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 Providing services made necessary by the default of the Contractor;

6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 Providing services related to change orders requested by the District but which are not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and

6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.

6.2.13 As part of the close-out process, assist the District in updating the Facilities Master Plan database once project has been completed.

ARTICLE 7

RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- 7.1 Pay all fees required by any reviewing or licensing agency;
- 7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;
- 7.3 Furnish, at the District's expense, the services of a Project Inspector;
- 7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 7.5 Issue appropriate orders to Contractors through the Architect;
- 7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;
- 7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;
- 7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;
- 7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and
- 7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

ARTICLE 8

GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2)

on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.

- 8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions, and automobile liability (owned (if any), non-owned, and hired) coverages. Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).
- 8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.
- 8.4 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.
- 8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.
- 8.8 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the

State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

- 8.9 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9

WORKER'S COMPENSATION INSURANCE

- 9.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 10

PROFESSIONAL LIABILITY INSURANCE

- 10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than Seventy-Five Thousand Dollars (\$75,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect agrees that the plans may be submitted for bid or bid consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

- 10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.
- 10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously through the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policies will be in effect during the requested additional period of time.
- 10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 10.9 Insurance companies providing the above policies shall be legally authorized, licensed, and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 10.10 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11

COMPLIANCE WITH LAWS

- 11.1 Architect shall be familiar with, and Architect and Architect's design shall use due professional care to comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes,

decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

ARTICLE 12

TERMINATION OF AGREEMENT

- 12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

- 12.2 **Termination by Architect.** For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 **Miscellaneous Provisions**

12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13

ARCHITECT AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14

STANDARDIZED MANUFACTURED ITEMS

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15

OWNERSHIP OF DOCUMENTS

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited

to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

- 15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

ARTICLE 16

LICENSING OF INTELLECTUAL PROPERTY

- 16.1 This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.
- 16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).
- 16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such

representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

ARTICLE 17

ACCOUNTING RECORDS OF ARCHITECT

- 17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

ARTICLE 18

INDEMNITY

18.1 **Architect Indemnification**

To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims arising out of, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. Architect's obligation for the costs of defense of such claims shall be limited to the Architect's proportionate share of liability in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant's business. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 **District Indemnification for Use of Third Party Materials**

The District shall defend, indemnify, and hold harmless the Architect and its employees and consultants against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect

utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

ARTICLE 19

TIME SCHEDULE

19.1 **Time for Completion**

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

19.2 **Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20

MISCELLANEOUS PROVISIONS

20.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

<p>DISTRICT:</p> <p>Sacramento City Unified School District Attn: Jessica Sulli, Contract Specialist 5735 47th Avenue Sacramento CA 95824</p>	<p>ARCHITECT:</p> <p>Rainforth Grau Architects Jeffrey Grau, Principal 2101 Capitol Ave Ste 100 Sacramento, CA 95816</p>
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- 20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- 20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.
- 20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.
- 20.9 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 20.10 If any provision of this Agreement shall be held invalid or render unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Jeffrey Grau
Principal

Date: _____

Date: _____



PROJECT AUTHORIZATION FORM

_____ (Project)

Date: _____

Pursuant to the Master Architect Agreement dated _____, _____ between _____ (name of firm) and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

[INSERT PROJECT DESCRIPTION]

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Hourly Rate/Not to Exceed

Architect shall be compensated according to its hourly rate schedule set forth in Attachment Two. Architect's total compensation for its Basic Services shall not exceed _____. Architect acknowledges that the not-to-exceed price for Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Flat Fee

Architect shall be compensated _____ (\$_____) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

Percentage of Construction Cost

Architect shall be compensated no more than _____ percent (___%) [can include sliding scale percentages] of the final adjusted Project Construction Cost for the Project. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, excluding any increase made at such time as bids are received to make the Project

Construction Cost equal to the construction contract amount, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$_____, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

ARCHITECT:

By: _____
Rose Ramos
Chief Business Officer

By: _____
Jeffrey Grau
Principal

Date: _____

Date: _____

Attachment One to Project Authorization

PROJECT SCHEDULE

ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT

SAMPLE

Attachment Two to Project Authorization

HOURLY RATE / FEE SCHEDULE

SAMPLE



PROJECT AUTHORIZATION FORM

District-Wide Hydration Station Project

Date: April 16, 2021

Pursuant to the Master Architect Agreement dated April 16, 2021 between Rainforth Grau Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Project Description: Replacement of drinking fountains at all dependent schools with new fountain/bottle filler units. Goal is to have one unit per 125 students at all schools, where feasible.

Scope:

- Remove and replace existing drinking fountains with bi-level dual water fountain / single bottle filler water coolers. Existing fountains are located both inside and/or outside; some are chilled, most are not.
- Add new water coolers as required and where feasible to provide one unit per 125 students.
- New units shall be Murdock A172.8-VR-BF12 Series water coolers. District has purchased 65 non-chilled and 25 chilled units at this time. Future acquisitions to be determined.
- Work shall include:
 - Water and sewer disconnection; power disconnection at chilled units
 - Removal of existing units and protective enclosures when applicable
 - Preparation for installation of new unit including finish modifications, carrier adjustments or replacement and utility preparations.
 - New power to all unpowered locations; dedicated circuit desired.
 - Installation of new water cooler and connection to water, sewer, power.
 - Repairs to finishes disturbed by installation.
 - Installation of ADA guardrails if required.
 - Removal and replacement or modification to existing pavement if required to meet ADA requirements.
 - As this project is initially being presented to DSA ACS as a "barrier removal project", no other accessibility upgrades are included at this time.

Scope of Services: Preliminary planning phase services will include the following architectural and engineering services:

- Planning meetings with District staff and RGM-K (District team)
- Site visitations at three schools (elementary, middle, and high) to confirm conditions and utilities with District team and engineers
- Development of plan template for each school (3 total)
- Development of work scope and standard details
- Review of findings and template with District team
- Discussion with DSA on review requirements and processes
- Development of multi-phase Construction Schedule
- Development of initial budget

DSA Review: DSA ACS review is likely required for this project. Specific requirements for submittal and approvals to be negotiated with DSA management during preliminary planning phase. Of particular interest is how the different sites can be assembled into the fewest applications possible.

Exclusions from Services:

- Exhaustive evaluation of utility services
- Topographic Survey
- Hazardous Materials Investigation and Abatement
- ADA improvements beyond work areas
- Services or activities not specifically noted above
- DSA fees
- Project Inspection

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated Thirty-Four Thousand Dollars (\$34,000) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$1,700, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for

motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer

Date: _____

ARCHITECT:

By: _____

Jeffrey Grau
Principal

Date: August 4, 2021

Attachment One to Project Authorization

PROJECT SCHEDULE

Phase 1 work:

Test Site Visitations (3)	April
Template Development	May - June
District/RGM-K Review/Approval	June - July

Phase 2 work may begin in May in order to expedite Construction Package 1 to allow for summer 2021 start of construction.

Attachment Two to Project Authorization

FEE SCHEDULE

Architectural:

Principal Architect	\$ 215.00/hour
Associate Principal	\$ 200.00/hour
Associate	\$ 190.00/hour
Senior Architect / Project Manager	\$ 180.00/hour
Architect II	\$ 165.00/hour
Project Manager	\$ 155.00/hour
Architect I	\$ 145.00/hour
Job Captain II	\$ 135.00/hour
Job Captain I	\$ 120.00/hour
Designer	\$ 100.00/hour
Graphic Designer	\$ 135.00/hour
Interior Designer II	\$ 135.00/hour
Interior Designer I	\$ 100.00/hour
Project Management Assistant	\$ 100.00/hour
Clerical	\$ 95.00/hour

Consultants: Consultant Billing x 110%

Other:

Vehicle use (mileage):	No Charge
Phone calls:	No Charge
Mailing:	No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.
Printing:	No charges for "in-house" or consultants check prints. Agency prints, Owner/Owner's Representative prints, Bid Documents, Submittals/Shop Drawings, Record Drawings, and request prints are billed at printing invoice x 110%.
Fees Advanced:	All fees paid in advance by the Architect will include a \$40.00 Processing and Handling Fee.

SERVICES AGREEMENT

Date: July 1, 2021 **Place:** Sacramento, California

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

Recitals:

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

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

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

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

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

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Interpreting and translation services as requested by the Special Education department during the 2021/22 school year. Services include interpretation for Individualized Education Plan (IEP) meetings, parent conferences, and assessments/screenings as well as document translation services for IEPs and other reports from English to other languages as necessary for families with limited English proficiency.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2021, and continue through June 30, 2022, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

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

Fee Rate: Fees are per the schedule in Exhibit B. **Total fee shall not exceed Two Hundred Ninety Thousand Dollars (\$290,000).**

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of the Special Education department at SPED-invoices@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

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

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

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

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

ARTICLE 6. INDEPENDENT CONTRACTOR.

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

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

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

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

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

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

ARTICLE 8. MUTUAL INDEMNIFICATION.

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

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

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

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

ARTICLE 11. ASSIGNMENT.

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

ARTICLE 12. NOTICES.

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

District:

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

Contractor:

Excel Interpreting LLC
Attn: Koy Saephan
1804 Tribute Road, Suite 210
Sacramento, CA 95815

ARTICLE 13. ENTIRE AGREEMENT.

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

ARTICLE 14. CONFLICT OF INTEREST.

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

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided

under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. RULES AND REGULATIONS.

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

ARTICLE 18. APPLICABLE LAW/VENUE.

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

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

[signature page follows]



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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EXCEL INTERPRETING LLC

By: _____

Rose Ramos
Chief Business Officer

By: _____

Koy Saephan
Founder/CEO

Date

Date

EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees 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 (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on 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, the District may determine 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 Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. 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. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all 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, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the 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.

Koy Saephan
Founder/CEO

Date

EXHIBIT B



Excel Interpreting & Translating
3053 Freeport Blvd. #284
Sacramento, California 95818

Phone 1 (800) 915-0638
Fax 1 (800) 930-2393
www.excelinterpreting.com

Fee Structure: Sacramento City Unified School District (SPED) SY 2021-22

1. Translation

Description	Regular Rate
Spanish	\$0.12 per word
All Other Languages	\$0.18 per word
Project Minimum	\$50.00 per project minimum

- Rush Fee – additional \$0.02 per word – requests made fewer than 24 hours
- Full fee applies when email confirmation has been made.
- Formatting fees may apply, a quote will be provided per request for approval.

2. Qualified Interpretation (In-person/On-site and Video Remote Interpreting-Zoom)

Description	Regular Rate
Spanish	\$58.00 per hour
All Other Languages	\$70.00 per hour
American Sign Language (ASL)	\$85.00 per hour

- Short Notice Charge – additional \$15.00 per request - requests made fewer than 24 business hours.
- 2 hours minimum for regular and VRI - all requests that are more than 2 hours will be billed according to hours requested and reserved (as opposed to actual hours worked); Time extending beyond the hours requested will be billed in 15-minutes increments.

3. Telephonic

Description	Regular Rates
Immediate Access – All Languages	1 min connection time - \$1.39 per minute
Pre-scheduled – All languages	\$65.00 per hour – 1 hour minimum

- Call the scheduling unit to set up telephonic interpreting





Late Cancellation Policy

Cancellations made with fewer than 24 business hours will be invoiced for the full amount of the scheduled appointment (2-hours minimum or hourse reserved). Please send a cancellation email and a call (for last minute cancellations). If you utilize our client portal login, that will suffice. You cancel through the portal and no calls or emails will be necessary.

Client versus Customer Rates

Please note that the fee structure offered is reserved for clients for whom we provide repeated and continuing services. If the requests are few, we reserve the right to renegotiate higher fees.

Service Access Information

In-Person Interpretation Requests

Adelina Past – Scheduling Manager

appts@excelinterpreting.com

Phone 1 (800) 915-0638 ext. 101

Fax 1 (800) 930-2393

Document Translation Requests

Jessica Delgado – Translation Manager

translations@excelinterpreting.com

1 (800) 915-0638 ext. 102

Customer Service Concerns

Mandi Saeteun – Director of Operations

mandi@excelinterpreting.com

1 (800) 915-0638 ext. 103

Accounting/Billing

Ken Saephan – Billing Manager

billing@excelinterpreting.com

1 (800) 915-0638 ext. 105



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL/AGENCY SERVICES
2021-2022**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2021, between the Sacramento City Unified School District (hereinafter referred to as the local educational agency “LEA” or “District”), a member of the Sacramento City Unified School District SELPA, and «NonPublic_SchoolAgency» (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT (“ISA”)

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).
- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of

directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20)

days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.

- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of

any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration

of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student,

regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data

supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's

change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state

and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1(a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in

credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student.

CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation,

and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the

applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR
«NonPublic_SchoolAgency»

LEA
Sacramento City Unified School District

By: _____
«Master_Contract_Signer» Date
«Signer_Title»

By: _____
Rose Ramos Date
Chief Business Officer

Notices to CONTRACTOR shall be addressed to:

«Master_Contract_Signer», «Signer_Title»
«NonPublic_SchoolAgency»
«Address»
«City_State__Zip»

P: «Phone_» F: «Fax_»
Email: «Email_Address»

Notices to LEA shall be addressed to:

Geovanni Linares, Director III, Special Education
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

P: 916-643-9163 F: 916-643-9466
Email: Geovanni-linares@scusd.edu

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: «NonPublic_SchoolAgency»

CDS NUMBER:

Maximum Contract Amount:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____
Behavior Intervention Services (535)	_____	_____
Specialized Services for Low Incidence Disabilities (610)	_____	_____
Specialized Deaf and Hard of Hearing (710)	_____	_____
Interpreter Services (715)	_____	_____
Audiological Services (720)	_____	_____
Specialized Vision Services (725)	_____	_____
Orientation and Mobility (730)	_____	_____
Specialized Orthopedic Services (740)	_____	_____
Reader Services (745)	_____	_____
Transcription Services (755)	_____	_____
Recreation Services, Including Therapeutic (760)	_____	_____
College Awareness (820)	_____	_____
Work Experience Education (850)	_____	_____
Job Coaching (855)	_____	_____
Mentoring (860)	_____	_____
Travel Training (870)	_____	_____
Other Transition Services (890)	_____	_____
Other (900)	_____	_____
«Service_1»; «Service_2»; «Service_3»; «Service_4»; «Service_5»;	_____	_____
«Service_6»; «Service_7»; «Service_8»; «Service_9»; «Service_10»	_____	_____

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA: Sacramento City Unified School District Nonpublic School/Agency _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER __

Parent/Guardian _____ Phone (____) _____ (____) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): _____ Daily Rate:

Estimated # of Days **x Daily Rate** = **Projected Basic Education Costs**

B. RELATED SERVICES

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

CONTRACTOR
«NonPublic_SchoolAgency»

LEA
Sacramento City Unified School District

By: _____ Date _____
«Master_Contract_Signer»
«Signer_Title»

By: _____ Date _____
Rose Ramos
Chief Business Officer



Healing Centered Engagement Cohort Training

Prepared for:

Sacramento City Unified School District

on

Jun 17, 2021





Thank you for considering Flourish Agenda and providing us the opportunity to propose Healing Centered Engagement Training to improve the work of your vital organization. Please find the Statement of Work we discussed below along with our General Purchase Terms. If you want to proceed with the work please sign and return the Statement of Work and I will connect you with one of our skilled project managers, or please be in touch with any questions or needed revisions.

Sincerely,

Evert Zelaya

Evert Zelaya
Director of Opportunities

STATEMENT OF WORK

This Statement of Work is incorporated into the Healing Centered Agreement (HCE) Training Cohort Agreement dated **Jun 17, 2021** by and between Flourish Agenda, Inc., a California nonprofit corporation and **Sacramento City Unified School District** (“**Client**”) (for the purposes of this Statement of Work, the “**Agreement**”). This Statement of Work describes Services and Deliverables to be performed and provided by Flourish Agenda pursuant to the Agreement. If any item in this Statement of Work is inconsistent with the General Purchase Terms, the terms of this Statement of Work will control, but only with respect to the Services to be performed under this Statement of Work. All capitalized terms used and not expressly defined in this Statement of Work will have the meanings given to them in the Agreement.

1. Scope of Services: In providing these services, Flourish Agenda will provide the following deliverables:

Flourish Agenda will provide Healing Centered engagement certification online course for **80 Sacramento City Unified School District** staff members. The course will be approximately 10 to 12 weeks long with six hours of live virtual trainings along with access for each participant to the self-paced HCE online training system.

Flourish Agenda will also provide small group coaching sessions to SCUSD staff who completed our HCE certification in Spring of 2021. Groups will consist of four SCUSD staff and a Flourish Agenda Senior Facilitator. Each session will focus on providing support and guidance on implementation of HCE principles.

At the completion of the training participants are eligible for three (3) Continuing Education Units (CEU's) provided by our accredited educational institution partner. CEU's are an additional cost that can be purchased as part of this agreement or following completion.

Start and end dates for SCUSD's HCE trainings have not been established and must be agreed upon by both parties as soon as possible.

Information about the course:

- Identify at least five ways to promote a healing centered engagement focused mindset when working with youth and students in the school setting. Healing Center Practitioner Certification teaches school and youth development professionals how to address trauma using healing centered practices and principles in after school settings, schools and classrooms. The training focuses on exploring the root causes of trauma, core values and beliefs of educators, and places an emphasis on understanding how a holistic healing, and how and understanding of culture, race and identity can transform school climate and classroom experiences.
- You will learn proactive strategies that support individual, interpersonal and institutional well-being.
- Lessons focus on fostering relationships, understanding race, culture and identity, prioritizing agency and promoting social action, establishing safety, and promoting culturally-based social emotional learning.
- This course provides detailed information and concrete actions that answer not just the “why” but also the “how” to create the best classroom and school supports for young people and the school professionals who serve them.
- This course covers the first of three levels of Healing Centered Engagement focusing on your personal growth, well-being and healing.
- **Learning Objectives.** Upon completion of the course, participants will be able to:
 - Identify the five principles of healing centered engagement.
 - Understand the distinctions between healing centered engagement and trauma informed approaches.
 - Understand how to implement three levels of healing and well-being in your institution.
 - Understand the root causes of trauma and how to respond.
 - Name three asset-based approaches to address trauma.
 - Create, implement, and evaluate a healing centered strategy in your institution.

2. Terms of Statement of Work: All project activities and deliverables will be conducted between **the latest signature date below** and **the final small group coaching session**.

3. Fees. In full consideration for Flourish Agenda’s performance of the Services and providing of the Deliverables, Client will compensate Flourish Agenda with a fixed fee of one hundred and eight thousand dollars US (US\$108,000).

NAME	QTY	PRICE	SUBTOTAL
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HCE Cohort Course (80 people)	80	\$1,200.00	\$96,000.00
Coaching Hours (60 hours)	60	\$200.00	\$12,000.00
Keynote with Dr. Shawn Ginwright	1	\$0.00	\$0.00
		Subtotal	\$108,000.00
		Discount	\$0.00
		Total	\$108,000.00

4. Terms.

Client will pay Flourish Agenda within **Net 30** calendar days of the electronic delivery of the Invoice. Checks shall be made payable to **Flourish Agenda, Inc.** and paid by ACH (bank information attached and our preference) or mailed to 1714 Franklin Street, Suite 100-321, Oakland, CA 94612.

a. Invoice Schedule. Payment will be invoiced according to the following schedule:

50% of course fees shall be invoiced at the time of onboarding and the remaining 50% shall be invoiced at the completion of the course. Coaching hours will be billed as services are rendered.

b. Client Contact. Victoria Flores, victoria-flores@scusd.edu

c. Client Billing Contact. Flourish Agenda will prepare all invoices for submittal electronically to: **Victoria**

Flores, victoria-flores@scusd.edu

5. Signature. Client signature below indicates agreement with the terms stated in this Statement of Work and agreement with the General Purchase Terms attached hereto. For Sacramento City Unified School District ("Client"):

Client Address:

5735 47th Avenue, Sacramento, CA 95824-4528

GENERAL PURCHASE TERMS

Flourish Agenda Inc. ("Flourish Agenda"), a California 501(c)(3) Nonprofit Corporation with a business address of 1914 Franklin Street, Suite 100-321, Oakland, CA 94612, is an international nonprofit consulting firm that works with schools, youth and youth agencies, foundations, and local governments to build strategies that allow young people to flourish. Our mission is to design strategies that unlock the power of healing and engage youth of color and adults in transforming their schools and communities.

In furtherance of its mission Flourish Agenda enters into this agreement with the Client to provide Healing Centered Engagement Practitioner Certification. These terms are effective on the date of purchase or the date of signature of a Statement of Work.

WHEREAS, the parties agree as follows:

1. Overview.

Client desires to take Flourish Agenda's **Healing Centered Engagement Cohort** ("Engagement"), as outlined in the Statement of Work. Flourish Agenda agrees to use reasonable effort to perform the Engagement as outlined. The Client acknowledges that Flourish Agenda makes no express or implied warranties for results of the Engagement.

2. Definitions.

2.1 "Confidential Information" means any and all information related to Flourish Agenda's business that is not readily known to the public and may include, but is not limited to, Intellectual Property, technical information (including Work Product defined below), business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and proprietary information of third parties provided to Flourish Agenda in confidence that is labeled or identified as "confidential" or "proprietary" or that Client otherwise knows, or would reasonably be expected to know, Flourish Agenda considers to be confidential or proprietary information or Flourish Agenda has a duty to treat as confidential.

2.2 "Deliverables" means any tangible items to be provided or actually provided by Client to Flourish Agenda under this Agreement, including items specifically designated or characterized as deliverables in a Statements of Work.

2.3 "Intellectual Property" means all materials created by Client or Flourish Agenda, concepts, Confidential Information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, network configurations and architectures, procedures, processes, websites, works of authorship, social media and other forms of technology.

2.4 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, Moral Rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence. "Moral Rights" means all paternity, integrity, disclosure, withdrawal, special, and other similar rights recognized by the laws of any jurisdiction or country.

2.5 "Services" means any professional or consulting service to be performed or actually performed by Flourish Agenda under this Agreement and more fully described in the Statement of Work.

2.6 "Work Product" means (a) all Deliverables, (b) all Intellectual Property, in any stage of development, that Client conceives, creates, develops, or reduces to practice in connection with performing the Services, and (c) all tangible embodiments (including, but not limited to, models, presentations, prototypes, reports, samples, summaries, electronic media, electronic social media, website indicia, surveys, questionnaires, assessments, materials, curriculum, recommendations, and evaluations) of each item of such Intellectual Property.

2.7 “Flourish Agenda Product” means all Flourish Agenda’s Intellectual Property and may include all tangible embodiments, materials, creations, objects, designs, know-how, methodology, trade secrets and any related confidential and intellectual property rights throughout the world (whether owned by Flourish Agenda or licensed to Flourish Agenda from a third party) and also including any derivatives, improvements, enhancements modifications or extensions of Flourish Agenda Product conceived, reduced to practice, or developed before or during the term of this Agreement by Flourish Agenda and its employees, agents and/or independent contractors.

3. The Services.

3.1 Product. Flourish Agenda will provide a self-paced Healing Centered engagement certification online course. Option items available for additional fees to the base fee include:

- Three ninety-minute live virtual trainings;
- Three Continuing Educational Unit.

3.2 Description: Healing Center Practitioner Certification. teaches school and youth development professionals how to address trauma using healing centered practices and principles in after-school settings, schools and classrooms. The training focuses on exploring the root causes of trauma, core values and beliefs of educators, and places an emphasis on how an understanding of holistic healing and culture, race and identity can transform school climate and classroom experiences.

You will learn proactive strategies that support individual, interpersonal and institutional well-being.

Lessons focus on fostering relationships, understanding race, culture and identity, prioritizing agency and promoting social action, establishing safety, and promoting culturally-based social emotional learning.

This course provides detailed information and concrete actions that answer not just the “why” but also the “how” to create the best classroom and school supports for young people and the school professionals who serve them.

Healing Center Practitioner Certification teaches school and youth development Learning Objectives:

- Identify at least five ways to promote a healing centered engagement focused mindset when working with youth and students in the school setting.
- Identify the five principles of healing centered engagement.
- Understand the distinctions between healing centered engagement and trauma informed approaches.
- Understand how to implement healing and well-being in your institution at the Individual, Interpersonal, and Institutional levels.
- Understand the root causes of trauma and how to respond.
- Name three asset-based approaches to address trauma.
- Create and implement a healing centered strategy in your institution.

3.3 Continuing Education Units.

Continuing Education Units (CEU) are provided through a partnership with an accredited educational institution. Flourish Agenda assists in obtaining the CEUs but does not have any control over changes made by educational institution or the CEUs issued by the educational institution, and does not offer any guarantee they will qualify for any particular use by Client or participants. Questions about the CEU following their issuance should be directed to the educational institution.

3.4 Requirements. HCE Certification is an online course that requires preferably a desktop computer or laptop with internet access, and requires the user to have the ability to view and listen to the online content.

4. Purchasing, Changes and Refunds

All contracts and sales are final once purchased or signed.

Pricing and any discounts are based on the number of classes purchased. Due to the sale price being based on the group or bulk sale, there are no refunds for classes agreed to for purchase where an estimate or statement of work is signed, or payment made. Client can provide an updated attendance list for up to six months to use on classes purchased if links previously provided have not been used.

If CEUs are purchased, refunds can be provided if they Client chooses to cancel the CEU request prior to Flourish's submission of data to the educational partner.

Additional participants can be added at the stated participant rate in an estimate.

Payment must be received, or an agreement must be signed prior to links or access being provided.

5. Invoices, Estimates and Payments.

Flourish Agenda prefers payment ACH, as this incurs the least amount of fees for both you and Flourish, though we can accept payment by credit card and check mailed to the address provided. Flourish requires payment by ACH or check for amounts over \$5500.

Invoices and estimates are good for 30 days from the date of issuance.

Flourish Agenda prefers payment by ACH, though we can accept payment by credit card and check mailed to the address provided. Flourish requires payment by ACH or check for amounts over \$5500.

Estimates and statement of works are good for 30 days from the date of issuance.

Invoice are due Net 30 unless otherwise noted.

6. Period of Performance.

Performance of the Engagement shall commence on the date of purchase or execution with access to the training materials being ending six months later. Terms within this Agreement, however, are intended to survive and are not affected by expiration or termination of this Agreement.

9. Service Costs. The Client will pay Flourish Agenda the costs detailed at the time of purchase.

8. Termination.

Once purchase is complete and access has been provided to the Client, the fees charged are non-refundable. Coaching services may be terminated for any reason or no reason upon 30 days written notice.

9. Intellectual Property.

9.1 Ownership. This Agreement does not transfer from Flourish Agenda to Client any of Flourish Agenda's right, title and interest in and to Flourish Agenda's Products, which will remain solely with Flourish Agenda. Client agrees that it will not directly or indirectly attempt to derive trade secrets from Flourish Agenda.

All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of Flourish Agenda Inc. or its licensors, whether adapted, written for or customized for the Client or not.

9.2 Limited License Grant. In consideration of the Fees paid by you, Flourish Agenda hereby grants to Client a worldwide, nonexclusive, royalty-free license, during the term of this Agreement, to use Flourish Agenda Products solely for purposes of using the Services. Client shall have no right to use Flourish Agenda Products for any other purpose other than implementing the Services. An additional fee may be incurred for a license to record and use this material beyond this limited grant.

9.3 Services; Assignments and License.

9.3.1 Assignment of Deliverables. Effective at the time Flourish Agenda receives full and final payment for the Services and products, Flourish Agenda irrevocably assigns to Client all right, title and interest, including all Intellectual Property Rights, in the Deliverables, provided, however, that such assignment does not include Flourish Agenda's Products.

9.3.2 License Grant. Commencing at the time Flourish Agenda receives full and final payment for the products purchased by Client, Flourish Agenda grants to Client a license to use Flourish Agenda Products incorporated into the training solely in connection with the use of the training by the Client for educational and training purposes in alignment with the intended use, but prohibits the use of Flourish Agenda Products to compete with Flourish Agenda. To the extent that Client or its employees or contractors participate in the creation or development of Deliverables, Client hereby grants Flourish Agenda a worldwide, non-exclusive, non-transferable, royalty free, irrevocable, perpetual license to use said co-creation to further Flourish Agenda's mission.

9.3.3 Authorizations. You are not authorized to:

- (i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials, except as noted in this agreement, without prior written permission;
- (ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given
- (iv) remove any copyright or other notice of Flourish Agenda Inc. on the Course Materials;
- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses and take other actions available by law.

9.4 Trademarks and Trade Names. Client will have no interest in any trademark, service mark, or trade name (collectively, "Mark") used on or in the Work Product; Flourish Agenda will be the sole and exclusive owner of all right, title, and interest in and to all such Marks.

10. Confidentiality.

Unless otherwise required by law, Flourish Agenda will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to the Flourish Agenda by the Client that is designated in writing as confidential information at the time of disclosure. Confidential Information does not include information which:

1. is generally available in the public domain or becomes available to the public through no act of Flourish Agenda; or
2. is independently known prior to receipt thereof or is discovered independently by an employee of Flourish Agenda who had no access to the information supplied by the Client under this Agreement; or
3. is made available to Flourish Agenda as a matter of lawful right by a third party.

Flourish Agenda retains the right to refuse to accept Client's confidential information that is not considered to be essential to the completion of the Services. The obligations of Flourish Agenda under this paragraph shall survive and continue for one (1) year after this Agreement ends.

11. Liability

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

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

12. Warranties

The Flourish Agenda makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the training, whether tangible or intangible, or developed under this agreement, or the marketability, or fitness for a particular purpose of the deliverable. The Flourish Agenda shall not be liable for any direct, indirect, consequential, special, or other damages suffered by any person resulting from this service or their use of the deliverables.

13. Assignment

Neither party shall assign this Agreement to any third party without the prior written consent of the other party; however, the Client may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

14. Notices

Notices and communications hereunder shall be deemed made if given by electronic mail (with acknowledged receipt) to the following email address: Flourish Agenda, support@flourishagenda.com for Flourish Agenda and for Client at the contact email address provided upon registration.

15. Governing Law

This Agreement shall be governed by the laws of the State of California.

16. Terms Subject to Change

Flourish Agenda reserves the right to change the terms and conditions of this Agreement at any time, and such amended terms and conditions shall be incorporated herein and effective immediately. Flourish Agenda shall notify you of any such changes to this Agreement, and your continued use of and access to the Site after any such notice shall constitute your consent to such changes.

I have received and read the General Purchase Terms.

KOGNITO LICENSING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between Kognito Solutions, LLC ("Kognito") a Delaware limited liability company located at 135 West 26th Street, 12th Floor, New York, N.Y. 10001 ("Kognito") and Sacramento City Unified School District located at 5735 47th Avenue, Sacramento, CA 95824 ("Licensee") (Kognito and Client, each a "Party" and collectively, the "Parties"). This Agreement is effective as of the later of the dates beneath the Parties' signatures below (the "Effective Date").

1 Definitions

- 1.1 "END USER" means an individual or entity who is an authorized and licensed end user of the Kognito Service pursuant to this Agreement. Please see Exhibit B for more detailed information on End Users.
- 1.2 "FEE(S)" means amounts due and payable by Licensee to Kognito under this Agreement.
- 1.3 "INTELLECTUAL PROPERTY RIGHT" means all worldwide right, title and interest in, to and under any and all: (a) United States or foreign patents and pending patent applications therefore, including the right to file new and additional patent applications based thereon, including provisionals, divisionals, continuations, continuations-in-part, reissues and reexaminations; (b) copyrights; and (c) trade secrets, know-how, processes, methods, engineering data and technical information.
- 1.4 "KOGNITO COURSEWARE" means the Kognito proprietary content, materials and curriculum powered by the Kognito Proprietary Platform as outlined in Exhibit A and licensed hereunder by Licensee.
- 1.5 "KOGNITO ENHANCED PROFESSIONAL SERVICES" means any additional services performed by Kognito as specified in Exhibit A attached hereto."
- 1.6 "KOGNITO PROPRIETARY PLATFORM" means all computer software programs, applications, code and databases, and other materials and technology owned by or developed by or on behalf of Kognito as of the date of this Agreement and during the Term hereof comprising and/or related to the Kognito Service and all related software and technology, and all Upgrades, Specifications and documentation related thereto, and any part or portion thereof. Kognito Proprietary Platform also includes licensed third-Party software by Kognito and expressly excludes unlicensed third party software, data or public domain materials.
- 1.7 "KOGNITO SERVICE(S)" means the Kognito service of making available to Licensee and its End Users the Kognito Courseware using the Kognito Proprietary Platform, and any other Kognito Professional Services specified in Exhibit A attached hereto.
- 1.8 "SPECIFICATIONS" means the specifications, instructions and technical documentation concerning the proper access and use of the Kognito Service.
- 1.9 "TERRITORY" means the licensed territory identified in Exhibit B
- 1.10 "UPGRADE" and "UPGRADES" means one or more derivative works, upgrades, updates, routine maintenance updates, synchronizations, customizations, enhancements, error corrections, new versions, new releases, bug fixes, patches and other modifications to the Kognito Courseware or the Kognito Proprietary Platform.

2 License Grant, Service Description and Restrictions

- 2.1 LICENSE GRANT. Subject to the terms and conditions of this Agreement, including the Exhibits attached hereto and incorporated by reference herein, Kognito hereby grants to Licensee, and Licensee hereby accepts, a non-transferable, non-exclusive, limited license to use and to make available the Kognito Service to End Users, solely in the Territory. Except as provided in the foregoing sentence, Licensee shall have no right to sublicense, distribute or make available any part of the Kognito Service, the Kognito Courseware or the Kognito Proprietary Platform to third-parties or parties located outside the Territory.

2.2 THE KOGNITO SERVICE. Licensee acknowledges and agrees that the use of the Kognito Service requires Internet access. Licensee shall not exploit the Kognito Service, the Kognito Courseware or any portion thereof in any unauthorized manner, including but not limited to, in a commercial manner. Licensee agrees to not use any third-party materials in a manner that would infringe or violate the rights of any other party, and agrees Kognito is in no way responsible for any such misuse by Licensee.

2.3 RESERVATION OF RIGHTS. Kognito reserves all rights not specifically granted to Licensee hereunder. Kognito reserves the right in its sole discretion to delete, remove or change any data, information or materials supplied to Kognito by Licensee and End User at any time in the event of a breach of this Agreement by Licensee and/or End User. In no such event will Kognito be liable for such removal of or disabling of access to the Kognito Service. Kognito will provide Licensee with written notice of violation and allow Licensee seven (7) business days to cure.

2.4 CONDITIONS AND RESTRICTIONS.

2.4.1 NO MODIFICATIONS, REVERSE ENGINEERING OR SPIDERING. Licensee shall not alter, modify, enhance, work around any technical limitation in, or make any derivative works of the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service. Licensee shall not, and shall not cause or permit any third party to, disassemble, decompile, reverse engineer or otherwise attempt to derive source code, or spider, crawl or robotically or automatically collect or extract information from the Kognito Proprietary Platform or the Kognito Service. Licensee shall not use the Kognito Proprietary Platform or the Kognito Service in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

2.4.2 NO UNAUTHORIZED USE, RESALE OR COMMERCIAL USE. Licensee shall protect the Kognito Service and Kognito Courseware from access by any unauthorized person or third party to the same extent Licensee protects their own network and confidential information. Licensee shall not copy, re-sell, rent, lease, lend, provide access to third parties or otherwise transfer the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service.

2.4.3 END USERS. Licensee represents and warrants that it will provide End User personal information to Kognito solely in accordance with Applicable Law, including with respect to any obligations to obtain consent or otherwise have a lawful basis on which to share such personal information with Kognito.

2.4.4 COPPA. Licensee consents to Kognito's collection and processing of Student Data as described in Section 11 of the Kognito Privacy Policy. Licensee represents and warrants that it has obtained all requisite consents (including, as applicable, from parents or guardians) for the sharing and processing of Student Data in connection with the Kognito services in accordance with the Children's Online Privacy Protection Act ("COPPA"). Even if not required by Applicable Law, we recommend that you notify all parents and legal guardians about the use of Kognito and that you provide such persons with a copy of the Kognito Privacy Policy.

3 **Intellectual Property**

Kognito is the owner of all right, title and interest in all Intellectual Property Rights, including all copyrights, patents, and trademarks associated with the Kognito Proprietary Platform, the Kognito Courseware and the Kognito Service, including all associated manuals, documentation, software, logos, text, data and graphics, but excluding third party or public domain material. Licensee shall not display or use any Kognito intellectual property without the prior written permission of Kognito.

4 **Payment**

4.1 FEES. Licensee shall pay to Kognito the Fees, as set forth in Exhibit B, net 30 from receipt of invoice except as otherwise set forth in Exhibit B. Kognito may, in its sole discretion, suspend performance hereunder in the event of delinquency.

4.2 NO PAYMENT TO LICENSEE. Under no circumstances will Kognito become liable to Licensee or any of its End Users for any payment for any feedback supplied by Licensee or any End User related to any of the Kognito Services.

4.3 TAX. All fees and other charges provided pursuant to this Agreement are exclusive of sales and usage taxes, which may be imposed or assessed against the sale, licensing, or use of the Kognito Service. Licensee shall be responsible for all sales and usage taxes unless Licensee is tax-exempt and prior to commencement of Kognito Services provides Kognito with tax exemption certification.

5 Branding, Notices and Trademarks

5.1 TRADEMARKS. The Parties' brand and product names and trade names are the sole property of their respective holders. Licensee is hereby granted a non-exclusive, worldwide right to display the Kognito trademarks (collectively, the "Kognito Marks") in connection with the Kognito Courseware and the Kognito Service; provided, the ownership of the trademark by Kognito is identified and that Kognito has reviewed and approved in writing in advance the appearance, placement and use of the trademark. Kognito shall not unreasonably withhold such approval. Any and all use of the Kognito Marks shall inure to the benefit of Kognito. Licensee shall not withhold or block display of any artwork, graphics or Kognito Marks as integrated into the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service. Licensee agrees not to remove or obfuscate any copyright, trademark or other proprietary rights notices from the Kognito Service, the Kognito Courseware or any Kognito Proprietary Platform.

6 Representations, Warranties and Indemnity

6.1 KOGNITO REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION. Kognito represents and warrants to Licensee that: (i) it has full power and authority to grant the licenses granted under this Agreement, and (ii) all Kognito Services provided to Licensee hereunder shall be performed in a good and workmanlike manner in accordance with all generally accepted, applicable industry standards. Kognito agrees to indemnify, defend and hold Licensee and its affiliates, and their respective owners, directors, officers, employees, shareholders, agents, (collectively, the "Licensee Parties") harmless from and against any and all claims, liability, losses, costs and expenses (including legal fees) ("Claim") incurred by any Licensee Party as a result of or in connection with a Claim that the Kognito Proprietary Platform, the Kognito Courseware or the Kognito Service licensed hereby, infringes, misappropriates, or violates any copyright, trade secret right, trademark right or U.S. patent right of any third party or any law, rule or regulation promulgated by any government or regulatory bodies.

6.2 DISCLAIMER OF WARRANTY. EXCEPT AS PROVIDED IN THIS SECTION, KOGNITO AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS PROVIDED IN THIS SECTION, THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO COURSEWARE AND THE KOGNITO SERVICES ARE PROVIDED HEREUNDER ON AN "AS-IS" BASIS, AND KOGNITO AND KOGNITO AFFILIATES DISCLAIM ALL WARRANTIES THAT THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO COURSEWARE OR THE KOGNITO SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR OPERATE OTHER THAN AS SET FORTH HEREIN. THE KOGNITO PROPRIETARY PLATFORM, THE KOGNITO COURSEWARE AND THE KOGNITO SERVICES ARE NOT INTENDED TO REPLACE CLINICAL JUDGEMENT OR TEACH INDIVIDUALS HOW TO DIAGNOSE MENTAL DISORDERS, NOR CAN THEY ENABLE THE USER TO RELIABLY PREDICT VIOLENT BEHAVIOR IN ANY ONE INDIVIDUAL.

6.3 LICENSEE REPRESENTATIONS. Licensee represents to Kognito that Licensee shall not knowingly use any Kognito Proprietary Platform, Kognito Courseware or any Kognito Services to upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment.

7 Limitation of Liability

7.1 LIMITATION OF LIABILITY. EXCEPT FOR KOGNITO'S INDEMNIFICATION OBLIGATION PURSUANT TO SECTION 6.1, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES OR PARTNERS BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY EITHER PARTY ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT LICENSEE MIGHT INCUR FOR ANY REASON WHATSOEVER, EXCEPT FOR KOGNITO'S INDEMNIFICATION OBLIGATION PURSUANT TO SECTION 6.1, THE ENTIRE LIABILITY OF KOGNITO UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY LICENSEE BASED ON REASONABLE RELIANCE UP TO THE AMOUNT ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. THE LIMITATIONS SET FORTH ABOVE SHALL NOT RELIEVE LICENSEE FROM PAYMENT OF ALL AMOUNTS DUE HEREUNDER NOR SHALL SUCH LIMITATIONS APPLY IN THE EVENT OF EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

7.2 THE LIMITATIONS SET FORTH ABOVE SHALL NOT RELIEVE LICENSEE FROM PAYMENT OF ALL AMOUNTS DUE HEREUNDER NOR SHALL SUCH LIMITATIONS APPLY IN THE EVENT OF EITHER PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8 Term and Termination

8.1 TERM. This Agreement shall commence upon the Effective Date and shall continue in full force until the end of the Term as defined in Exhibit B (the "Term").

8.2 TERMINATION. Either Party shall have the right to terminate this Agreement immediately upon written notice delivered to the other Party if, at any time: (a) the other Party is in material breach of any term, condition or covenant of this Agreement and fails to cure such breach within thirty (30) days of written notice thereof or (b) the other Party (i) becomes insolvent; (ii) admits in writing its insolvency or inability to pay its debts or perform its obligations as they mature; (iii) makes an assignment for the benefit of creditors; (iv) causes or consents to the appointment of a receiver, trustee, liquidator or similar officer for all or any material portion of its property; (v) files or has filed against it in any court, any petition in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceeding; (vi) has its ability to conduct business suspended or terminated; or (vii) takes any corporate or other action for the purpose of effectuating any of the foregoing. Kognito may terminate the licenses granted herein to Licensee immediately upon any violation of the terms of Section 2 by Licensee or any of its End Users, as the case may be. Upon termination of this Agreement, for any reason (i) all undisputed and outstanding Fees due Kognito accrued as of the effective date of such termination, shall be paid due upon the effective date of such termination, net 30; (ii) Licensee shall cease all use of the Kognito Services.

9 General Provisions

9.1 SURVIVAL. All portions of this Agreement that are reasonably intended to survive any termination or expiration of this Agreement, including but not limited to the defined terms contained herein and Sections 3, 4, 6, 7, 8, and 9, shall continue in full force and effect following any termination or expiration of this Agreement.

9.2 ALLOCATION OF RISK. The Sections on limitation of liability, limitation of warranties and indemnities allocate the risks of this Agreement between the Parties. This allocation is an essential element of the basis of the bargain between the Parties.

9.3 AMENDMENT. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both Parties.

9.4 ASSIGNMENT. Kognito may assign this Agreement to any person or entity to whom it transfers all or substantially all of its rights in the Kognito Proprietary Platform or the Kognito Courseware. Licensee may not assign, voluntarily, by operation of law, or otherwise, this Agreement or assign any rights or delegate any duties under this Agreement without Kognito's prior written consent, which will not be unreasonably withheld. Any attempt to do so without that consent will be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each Party's permitted successors and assigns.

- 9.5 CHOICE OF LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 9.6 ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement. The headings and captions are inserted for convenience of reference only and do not constitute a part of or modify any of the terms of this Agreement.
- 9.7 NO THIRD-PARTY BENEFICIARIES. The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.
- 9.8 NOTICES. Except as otherwise provided herein, all contract notices and communications to the Parties are required to be sent to the addresses stated below (or such other address as subsequently notified in writing to the other Party).

If to Kognito:
 Kognito Solutions LLC
 135 West 26th Street, 12th Floor
 New York, N.Y. 10001
 Email: info@kognito.com

With copy to:
 Ascend Learning, LLC
 5 Wall Street
 Burlington, MA 01810
 Attn: General Counsel
 Email: legal@ascendlearning.com

If to Licensee:

 Email: _____

- 9.9 RELATIONSHIP OF PARTIES. Nothing in this Agreement will create any association, partnership, or joint venture between the Parties.
- 9.10 SEVERABILITY. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect and the unenforceable provision will be replaced with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.
- 9.11 WAIVER. No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed by both Parties. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, will constitute consent to, a waiver of, or excuse of any other, different, or subsequent breach by either Party.
- 9.12 FORCE MAJEURE. Except for Licensee's obligation for payment for services rendered, neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God,

Government restrictions, pandemics, epidemics, wars, terrorist attacks, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of the Party whose performance is affected.

9.13 COMPLIANCE WITH LAW. Each Party shall ensure that its performance under this Agreement is in compliance with all applicable laws, rules and regulations.

9.14 RESTRICTED GOVERNMENT RIGHTS. The Kognito Services were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (d) of the Commercial Computer Software-Restricted Rights Clause and its successors, and in all respects is proprietary data belonging to Kognito and/or its suppliers. For US Department of Defense units, the Services and deliverables, if any, are considered commercial computer software in accordance with US DFARS 227.7202-3 and its successors, and use, duplication, or disclosure by the US Government is subject to the restrictions set forth herein.

The Parties, on the dates set forth below, have caused their duly authorized signatories to execute this Agreement, which shall be effective as of the Effective Date.

Kognito Solutions LLC

Sacramento City Unified School District

Signature: _____

Signature: _____

Name:

Name: _____

Title:

Title: _____

Date: _____

Date: _____

EXHIBIT A

Kognito Courseware and Kognito Service

Licensee hereby purchases a license to the following Kognito Courseware:

1. **Full Professional Development Bundle (“At-Risk for Early Childhood Educators,” “At-Risk for Elementary School Educators,” “At-Risk for Middle School Educators,” “At-Risk for High School Educators,” “Building Respect,” “Trauma Informed Practices,” “Resilient Together,” “Step In Speak Up,” “Safe & Caring Schools for Educators,” “Emotional & Mental Wellness”)**
2. **SEL Suite (“Friend2Friend: Emotional & Mental Wellness,” “Friend2Friend: Substance Use Prevention,” “Friend2Friend: Safe & Caring Schools”)**

The above Kognito Courseware will be hosted on Kognito’s Proprietary Platform, with each End User required to open a secure account by choosing a unique username and password. Kognito will also provide Licensee with an administrator account to Kognito’s portal to view user tracking information.

Support. Kognito will offer reasonable levels of continuing support to assist Licensee and End Users in use of the Kognito Service. Kognito will make its personnel available by email or phone during regular business hours, Monday through Friday, 9am-5pm Eastern Time for assistance, excluding Kognito holidays.

Kognito Courseware Completion Reminders. To increase Courseware completion rates, Kognito will have the right to send up to two automatic email reminders, over the course of the Term, to Licensee’s End Users to encourage them to complete the Kognito Courseware.

Surveys. To collect feedback from End Users, Kognito will make available or send via electronic communication anonymous surveys to collect feedback from End Users and assess changes in knowledge, skills, attitude, and behavior. The results of the surveys will be provided to the Licensee. All data collected from End Users will be owned by Kognito and governed under the End User Terms of Use and Privacy Policy, which can be viewed at www.kognito.com/legal/user_agreement/. Kognito hereby grants the Licensee a perpetual, non-exclusive, non-transferable license and right to use the data for research and evaluation purposes. Kognito shall not release the name of the Licensee or any End User in relation to this data in any publication without prior written approval.

Reporting. Kognito shall provide Licensee with automated monthly reports to a Licensee designated site-level administrator (“Administrator”). Kognito will also provide access to a password-protected portal where the Licensee can download usage reports that are updated daily. Administrator will have access to view usage reports, which detail the number of users by name of participating schools, the names and number of users, their completion rates, and demographics.

Resource Page. Kognito will add a link in each Kognito Courseware to a standard web page that will include information about mental health resources for children and families. Clients have the option to add a link or PDF to their own organization’s webpage in lieu of Kognito’s standard mental health resource page.

Quality of Kognito Service. Kognito shall use commercially reasonable efforts to ensure that the Kognito Proprietary Platform server or servers have sufficient capacity and rate of connectivity to provide the Licensee with a quality of service comparable to current standards in the on-line information provision industry in the Territory. Kognito shall use reasonable efforts to provide continuous service seven (7) days a week with an average of 98% uptime per month. The 2% down-time does not include periodic unavailability due to maintenance of the server(s), the installation or testing of software, the loading of additional Kognito Services as they become available, and downtime related to the failure of equipment or services outside the control of Kognito, including but not limited to public or private telecommunications services or internet nodes or facilities. Scheduled downtime will be performed at a time to minimize inconvenience to Licensee.

Certificate of Completion: Each End User who completes a Kognito Courseware will have the option to generate an individualized Certificate of Completion.

Outreach and Implementation Package. Kognito will provide Licensee with the Courseware’s package of outreach and implementation tools such as PowerPoint slides to introduce the courseware, electronic copies of flyers that can be printed or emailed to potential users about the courses, a video trailer, and suggested language for announcing the courses’ availability via email or by listserv or newsletter to stakeholder groups, such as principals, superintendents, school boards, professional associations and PTAs.

Notification of Modifications of Kognito Service. Licensee understands that from time to time the Kognito Service may be added to, modified, or deleted by Kognito and/or that portions may migrate to other formats.

EXHIBIT B

Fees & Term

Fees: Licensee will purchase from and pay Kognito the Fees set forth below for the following Kognito Courseware:

1. **Full Professional Development Bundle (“At-Risk for Early Childhood Educators,” “At-Risk for Elementary School Educators,” “At-Risk for Middle School Educators,” “At-Risk for High School Educators,” “Building Respect,” “Trauma Informed Practices,” “Resilient Together,” “Step In Speak Up,” “Safe & Caring Schools for Educators,” “Emotional & Mental Wellness”)**
2. **SEL Suite (“Friend2Friend: Emotional & Mental Wellness,” “Friend2Friend: Substance Use Prevention,” “Friend2Friend: Safe & Caring Schools”)**

Cost Category	Unit Amount	# of Units	Total
1. Professional Development Bundle - Unlimited Use	\$21.00	4,300 Staff FTE	\$90,300.00
2. Friend2Friend Suite - Site License	\$3,000.00	30 Schools	\$90,000.00
Total			\$180,300.00

License Term: 12 months (License term will begin August 1, 2021 and end July 31, 2022)

Payment Terms: Net 30. All licensing fees are invoiced at contract start date and are non-refundable.

Authorized End User: Employees of Licensee, matriculated secondary students of Licensee.

Territory: Sacramento City, California, USA

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

PRO YOUTH & FAMILIES

The Sacramento City Unified School District (“District” or “SCUSD”) and PRO Youth & Families (“Contractor”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 19, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, educators know that the COVID-19 pandemic has had a disproportionately adverse impact on educational opportunities, mental wellness, and job opportunities for students striving for a better life, particularly students of color, and those living in families impacted by wealth inequality in SCUSD; and

WHEREAS, mental health and wellness supports for youth have long been an urgent need, with one in six youth ages 6 – 17 facing a mental health disorder over the past 12 months (JAMA, 2019) and in Sacramento specifically, 38% of the County’s 11th graders reported experiencing chronic sadness/hopelessness in the last 12 months – a rate that is higher than state averages and has been trending upward since 2015; and

WHEREAS, because mental health and wellness play a significant role in students’ ability to focus and self-regulate in the classroom, a comprehensive plan to address the impact of the pandemic on SCUSD must include additional strategies that address mental health intervention and supportive services; and

WHEREAS, students are often the first to identify peers with mental health needs and are essential to the continuum of support for youth experiencing mental wellness challenges; and

WHEREAS, youth who are trained in the core competencies of social and emotional learning, contribute to a positive school climate by increasing personal and peer self-awareness, self-regulation skills, social awareness, relationship skills, and responsible decision-making, leading to better academic and long-term life outcomes; and

WHEREAS, the District desires to engage a contractor in implementing a youth mental health & wellness initiative; and

WHEREAS, the Contractor is specially trained, experienced and competent to provide the services;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. Scope of Work. Contractor will coordinate and implement two youth mental health & wellness programs including technical assistance, training coordination, data collection tools, and other resources to assist District and CBO partners with the development of a workplan and timeline to ensure the successful implementation of the programs:

Near Pear Mental Health & Wellness

Program Description:

Contractor will implement a youth mental wellness effort on the campuses of American Legion, Hiram Johnson and Luther Burbank starting in September of 2021. 50 youth will be served at each site for a total of 150 students. As part of Contractor's campus-wide advocacy work, an additional 25% of the student population at the 3 high school campuses will also be impacted. Though this project will have a positive effect on school culture and will benefit the entire school community, it will be particularly focused on outreach and support to youth of color and LGBTQ youth.

The project will be led by a multi-racial team of 6 young adults who will work on these campuses to:

- Conduct an assessment of what currently exists on the campus by way of services and activities (including student clubs) that support youth mental wellness and which students receive support from these activities. This assessment will include interviews with students and staff.
- Work with student leaders and staff to develop new activities that students have identified as being supportive of their wellbeing
- Develop relationships with and provide mentoring to individual youth of color and LGBTQ
- Provide educational sessions on wellness to student classes and activities during the school day and afterschool
- Work with student leaders and school staff to identify ways in which the school environment could be adapted to be more supportive of youth wellness.
- Support peer-to-peer activities, including MindOneSix.

From conversations with adolescent youth of color, it is understood that youth, in many cases, they will be more likely to respond to a young adult who shares their lived experience and background. For this team of 6 outreach workers to be successful in helping younger youth, they will also be supported by a program manager.

Cost:

\$399,306 per year.

MindOneSix Youth Workforce Development

Program Description:

MindOneSix is a collaborative work-based learning initiative focused on mental wellness, and designed to empower youth to connect, learn, and earn. Youth are actively engaged as community assets, change agents, and influencers who have the power to improve school-wide mental wellness. MindOneSix uses a positive youth development framework, and builds students' core mental wellness competencies through a training called Mental Wellness Champions (MWC). MWC is a 20-hour intensive training that helps youth build self-awareness, understand the mental health system through a social justice lens, gain skills to support their peers, reduce mental health stigma, and contribute to a healthier, more supportive school climate.

MindOneSix will engage 250 SCUSD middle and high school students per school year to become ambassadors for mental wellness on their campuses and the larger community. Through the support of mentors from community-based organizations, students will gain foundational SEL skills, build their leadership skills, increase their awareness of mental health systems, reduce stigma associated with mental health, and become familiar with resources for help that they can use personally, with peers, and family members.

MindOneSix addresses Tier 1 and Tier 2 needs on the Multi-Tiered System of Support (MTSS) continuum and is an effective peer-to-peer mental wellness program that promotes mental health literacy, builds protective factors, improves school climate, and supports prevention and early intervention (PEI) strategies identified by the Mental Health Services Act (MHSA). Strengthening Tier 1 supports enhances the foundation of a comprehensive district and/or school-wide mental health system. Healing-centered, trauma-sensitive schools help students feel safe by fostering positive peer-to-peer relationships. MHSA PEI funding can be leveraged to support prevention and early intervention programs like MindOneSix.

In addition, students are supported by leaders from neighborhood-based organizations who will provide mentorship, service-learning opportunities, workforce skills training, opportunities for reflection, and economic relief through stipend payments to youth who successfully complete service projects and applied work-based opportunities to address community mental health needs.

Target Youth Population:

MindOneSix targets youth ages 12 – 19 years old and seeks to include youth with a diversity of lived experiences, including one or more of the following circumstances:

- Income inequality
- Barriers that impact academic performance
- Family members involved in the justice system
- Mental health challenges
- Exposure to violence
- Physical disability
- Involvement in the foster care system
- Experiencing homelessness
- A teen parent
- Refugee or undocumented status

Connect, Learn, Earn Framework

- **Connect:** Youth will form positive connections with trusted adult mentors and peers, connect to meaningful service opportunities through their participation in MindOneSix.
- **Learn:** Youth will complete 40+ hours of service and training, including 20 hours of core Mental Wellness Champions training, and learn about work, through work, and for work while engaged in meaningful and impactful work-based learning experiences and exposure to career pathways and post-secondary school goals.
- **Earn:** Youth will receive a stipend from their host organization for completing 40+ hours of service and applied work-based learning that supports peer and community mental wellness.

	Program Elements	Work-Based & Mental Wellness Learning Elements	Youth Development Elements
Connect	Cohort of 250 SCUSD youth ages 12 -19 (25 youth per school at 10 middle and high schools across)	Peer and Community Mental Wellness Behavioral Health Career paths	<ul style="list-style-type: none"> • Connect to trusted adult mentors and positive peer relationships • Connect to education and community (essential protective factors for youth)
Learn	40+ hours of work-based and mental wellness training and service projects	20 hours Mental Wellness Champions training 15+ hours of service project work 5+ hours of work-based skills training	Exploration of personal strengths and interests Development of soft-skills/life skills Increase self confidence Build leadership skills Build peer engagement skills
Earn	Up to a \$500 stipend for program completion awarded by host organization	Minimum of 15 hours of community and applied service	Value students' time for learning, work, and engagement.

Cost:

\$591,774 per year.

B. Payment.

Fee Rate: \$99,108 per month of services during the 10-month program year, not to exceed Nine Hundred Ninety-One Thousand Eighty Dollars (\$991,080) per year.

Payment shall be made within 30 days upon submission of periodic invoice(s) for services rendered. Invoices should be sent to Jacqueline Rodriguez, Coordinator, Student Support & Health Services at Jacqueline-rodriguez@scusd.edu with a copy to susan-ann-lee@scusd.edu.

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

- E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. Contractor agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The Contractor will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify the Contractor of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

- 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.* Contractor 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 September 1, 2021 through June 30, 2023. This Agreement may be terminated by the District without cause by providing at least thirty (30) 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 Agreement by Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

- H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, Contractor 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 Contractor and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. Contractor 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. Use of Facilities. Neither Contractor, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. Contractor's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, Contractor shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to Contractor prior to the execution of this Agreement. Contractor is responsible for ensuring

that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. Contractor shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. Contractor waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. 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.
- L. 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.
- M. Assignment. This Agreement is made by and between Contractor and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between Contractor 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.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. 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.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as

to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer

PRO YOUTH & FAMILIES:

By: _____ Date _____
Staci Anderson
CEO

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

This Agreement is entered into on this 4th day of June 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and ACTION SUPPORTIVE CARE SERVICES, INC., located at 7777 Greenback Lane, Ste 208, Citrus Heights, CA 95610, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

1. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

- F) Minimize classroom disruptions in providing care per the written orders.
- G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
- I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.

2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.

B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.

C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.

D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.

E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.

F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.

- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

ADDENDUM A

Sacramento City Unified School District

Addendum to Technology Services Related Agreements for Education Code Section 49073.1 Compliance

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Action Supportive Care Services, Inc. ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 6/4/2019 and any addenda on 6/4/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

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

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

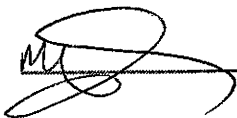
WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
- 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

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

 Andrew Busacchetti

7/19/19
Date

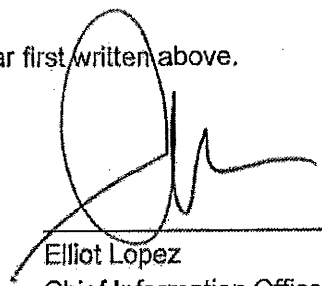

Elliot Lopez
Chief Information Officer
07/20/2019
Date

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.

Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 4, 2019 is hereby amended as follows:

2.3 Scope of Work

J) Contracted staff at the Medical Assistant level will assist with testing and contact tracing of DISTRICT staff and students and other related duties pertaining to COVID-19 mitigation measures. Duties include but are not limited to:

- Travel to multiple sites to perform PCR and rapid antigen COVID testing
- Register and document testing and results in online application
- Use appropriate PPE as directed for testing tasks
- Maintain testing area and enforce mitigation measures at all times
- Observe and direct staff and students in self swabbing anterior nasal samples
- Perform testing procedures, applying drops, handling specimens package, packaging as directed
- Contact via phone, email, text staff and parents for contact tracing follow up.
- Monitoring and documenting person's quarantine, testing status and return to work/school per district guidelines
- Documenting contacts and activities
- Communicate with SCUSD school nurses for oversight and training
- Other duties as assigned related to all COVID mitigation measures, testing and contact tracing of staff and students
- Staff must successfully complete the Johns Hopkins Contact Tracing training
- Staff will undergo other trainings as needed that support the testing protocols, contact tracing, or other public health measures

Schedule A

Add the following rate:

Medical Assistant - \$35/hour

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

DocuSigned by:

Rose Ramos

CC6FE7C204D7402...

02/24/2021

Date

Rose Ramos
Chief Business Officer

Andrew Brusaschetti
Andrew Brusaschetti
Project Manager

2/5/21

Date

Amendment No. 2

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

ACTION SUPPORTIVE CARE SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Action Supportive Care Services, Inc. (PROVIDER) dated June 4, 2019 is hereby amended as follows:

Schedule A

Effective as of the date of last signature below, the rate for Medical Assistant services will be increased from \$35.00/hour to \$38.00/hour.

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Amendment to be executed by their duly authorized representatives.

Sacramento City Unified School District

Action Supportive Care Services, Inc.

DocuSigned by:

Rose Ramos

05/27/2021



5/17/2021

CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

Date

Andrew Brusaschetti
Project Manager

Date

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Action Supportive Care Services _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	<u>\$55/HR for LVN</u>	<u>\$60/HR for RN</u>
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS

This Agreement is entered into on this 29th day of May 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and MAXIM HEALTHCARE SERVICES, INC. DBA MAXIM STAFFING SOLUTIONS, A MARYLAND CORPORATION INCLUDING ITS AFFILIATES AND SUBSIDIARIES, with an office located at 1050 Fulton Avenue Suite 235, Sacramento, CA 95825, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

1. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

- 2.3 **Scope of Work.** PROVIDER will:

- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
- B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
- C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
- D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
- E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
- G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
- I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.

2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.

B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.

C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.

D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.

E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.

F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is **unable** to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

- Part A – Statutory Limits
- Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.

- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.

- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- o Name(s) of PERSONNEL
 - o Name(s) of School Site(s)
 - o Name of Student(s) served by PERSONNEL
 - o Individual Service Dates
 - o Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - o Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.
- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
 Health Services - Box 764
 5735 47th Avenue
 Sacramento, CA 95824

Maxim Staffing Solutions
 1050 Fulton Avenue, Suite 235
 Sacramento, CA 95825

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) **Permanence.** The obligations set forth in this Section shall survive the termination of this Agreement.

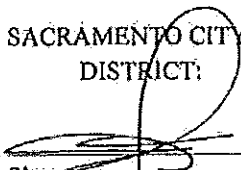
6.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT:



Signature

Jorge A. Aguilar, Superintendent

Printed Name & Title

6/14/19

Date

MAXIM HEALTHCARE SERVICES, INC.
DBA MAXIM STAFFING SOLUTIONS:



Signature

Jarett Love, Assistant Controller

Printed Name & Title

6-27-19

Date

ADDENDUM A

Sacramento City Unified School District

**Addendum to Technology Services Related Agreements for Education Code
Section 49073.1 Compliance**

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Maxim Healthcare Services, Inc. dba Maxim Staffing Solutions ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 5/29/2019 and any addenda on 5/29/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

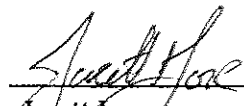
5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

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

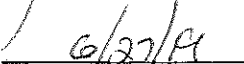
6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring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

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

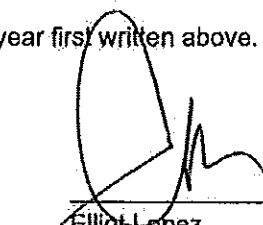
Executed at Sacramento, California on the day and year first written above.



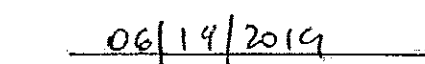
Jarrett Love
Assistant Controller



Date



Elliot Lopez
Chief Information Officer



Date

SCHEDULE A

Pricing

The cost Maxim is proposing is all inclusive and includes the cost of onboarding, background checks, credentialing upkeep, healthcare benefits and state/federal fees, as well as indirect costs which directly benefit Sacramento City’s program from an administrative and programmatic resources standpoint—factors which we deem as soft costs realized for the District. Additionally, our staffing services are discounted based on volume. The following charts outline the hourly costs per modality as well as a discounted cost schedule based on amount of staff utilized.

Position	Hourly Rate
LVN/RN	\$50
School Credentialed/or Preliminary Nurse RN/BSN	\$70
Health Assessment/ Hearing/ Vision Screening	\$80
Medical Assistant (MA)	\$40
SLPA/COTA/PTA	\$65
School Psychologists (LSSP)	\$100
Physical Therapists (PT)	\$85-\$100
Occupational Therapists (OT)	\$85-\$100
Board Certified Behavior Analyst (BCBA)	\$125
Behavioral Tech (BT)	\$50
Behavioral Mid-Level Supervisor	\$80
Special Education Teacher	\$70
Speech and Language Pathologists (SLP)	\$80-90
School Field Trips	\$2,000 (4 Nights)

Volume Discount Schedule

RN/LVN

<u>Number of Contracted Nursing (working at least 20 hours/week)</u>	<u>Discount Percentage</u>
0-9 Nurses	0% Discount
10-14 Nurses	5% Discount
15-29 Nurses	10% Discount
30-59 Nurses	15% Discount
60+ Nurses	20% Discount

Behavior Technician (BT)

<u>Number of Contracted Behavior Technicians (working at least 20 hours/week)</u>	<u>Discount Percentage</u>
0-9 BTs	0% Discount
10-14 BTs	5% Discount
15-29 BTs	10% Discount
30-59 BTs	15% Discount
60+ BTs	20% Discount

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency **and** SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent **actively engaged** in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.

Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

MAXIM HEALTHCARE STAFFING SERVICES, INC.

Agreement between the Sacramento City Unified School District (DISTRICT) and Maxim Healthcare Staffing Services, Inc. (PROVIDER) dated May 29, 2019 is hereby amended as follows:

2.4 Scope of Work

J) Contracted staff at the Medical Assistant level will assist with testing and contact tracing of DISTRICT staff and students and other related duties pertaining to COVID-19 mitigation measures. Duties include but are not limited to:

- Travel to multiple sites to perform PCR and rapid antigen COVID testing
- Register and document testing and results in online application
- Use appropriate PPE as directed for testing tasks
- Maintain testing area and enforce mitigation measures at all times
- Observe and direct staff and students in self swabbing anterior nasal samples
- Perform testing procedures, applying drops, handling specimens package, packaging as directed
- Contact via phone, email, text staff and parents for contact tracing follow up.
- Monitoring and documenting person’s quarantine, testing status and return to work/school per district guidelines
- Documenting contacts and activities
- Communicate with SCUSD school nurses for oversight and training
- Other duties as assigned related to all COVID mitigation measures, testing and contact tracing of staff and students
- Staff must successfully complete the Johns Hopkins Contact Tracing training
- Staff will undergo other trainings as needed that support the testing protocols, contact tracing, or other public health measures

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Maxim Healthcare Staffing Services, Inc.

DocuSigned by:
Rose Ramos
CC6FE7C204D7402...

Andrea Torres
jutorres@maxhealth.com

Signature

Signature

Rose Ramos, Chief Business Officer
Printed Name and Title

Andrea Torres, Assistant Controller
Printed Name and Title

03/03/2021
Date

02/22/2021
Date



Maxim Healthcare Staffing Services, Inc.

2021-2022 School Year

Position	Hourly Rate
Board Certified Behavior Analyst (BCBA)	\$125
Behavior Technician (BT)	\$50
Behavioral Mid-Level Supervisor	\$80
SLPA/COTA/PTA	\$72
Physical Therapist (PT)/ Occupational Therapist (OT)	\$85-120
Speech and Language Pathologist (SLP)	\$90-125
School Psychologist	\$90-120
Associate Clinical Social Worker (ASW)	\$85
Licensed Clinical Social Worker (LCSW)	\$110
Licensed Marriage and Family Therapist (LMFT)	\$110
Special Education Teacher- Mild/Mod	\$85
Special Education Teacher- Mod/Severe	\$90
Overnight School Field Trips (BT and Nursing)	\$2000 (2+ nights)
Medical Assistant (MA)	\$42
Licensed Vocational Nurse (LVN)	\$55
Registered Nurse (RN)	\$75
School Credentialed Nurse	\$95
Health Aide/ EMT	\$40

**Volume Based Discount
Behavior Technician (BT)**

<u>Number of Contracted Behavior Technicians (working at least 30 hours/week)</u>	<u>Discount Percentage</u>
0-9 BTs	0% Discount
10-30 BTs	5% Discount
30 or more BTs	10% Discount

Supplemental 504 Accommodation Nursing Staff Service Agreement

AGREEMENT BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT

AND

RX HEALTHCARE SERVICES

This Agreement is entered into on this 24th day of May 2019, by and between SACRAMENTO CITY UNIFIED SCHOOL DISTRICT'S HEALTH SERVICES DEPARTMENT located at 5735 47th Avenue, Box 764, Sacramento, CA 95824, hereinafter referred to as **DISTRICT**, and RX HEALTHCARE SERVICES located at 4640 Marconi Ave, Sacramento, CA 95821, hereinafter referred to as **PROVIDER**.

Recitals

WHEREAS, DISTRICT operates schools, as defined by State Law located in California and wishes to engage PROVIDER to provide licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs and:

WHEREAS, PROVIDER operates a supplemental staffing agency and employs licensed health care PERSONNEL to provide health care services to DISTRICT.

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, PROVIDER and DISTRICT agree as follows:

1. Term of Agreement

- 1.1 **Term.** This is a one (1) year agreement for July 1, 2019 through June 30, 2020 with the option to renew annually for up to two (2) additional years, at the sole discretion of DISTRICT. No services are to be rendered until PROVIDER has received a signed, valid Purchase Order from DISTRICT.
- 1.2 **Termination.** This Agreement may be terminated at any time by either party, with or without cause, by giving 30 days' written notice of such termination. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

In the event of a termination for cause, DISTRICT may secure the required services from another PROVIDER. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, PROVIDER shall pay the additional cost.

2. Responsibility of PROVIDER

- 2.1 **Compliance with Laws, Statutes, Regulations.** During the term of this Agreement, unless otherwise agreed, PROVIDER shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. PROVIDER shall also comply with all applicable DISTRICT policies and procedures unless PROVIDER and DISTRICT specifically agree, in writing, that a policy or policies, or a portion of a policy, does/do not reasonably apply to PROVIDER. PROVIDER hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify DISTRICT under the provisions of Section 6.3 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of PROVIDER'S failure to comply with applicable DISTRICT policies (e.g., those policies relating to the provision of 504 Accommodations and/or related services, facilities for individuals with exceptional needs, DISTRICT student enrollment and transfer, DISTRICT student inactive status, corporal punishment, student discipline, and positive behavior interventions).
- 2.2 **Services.** PROVIDER will, upon request of DISTRICT, provide one or more appropriately licensed or certified healthcare professionals (i.e. Medical Assistants, LVNs, RNs, and other various health and related services staff, hereinafter referred to as PERSONNEL) as specified by DISTRICT to supplement DISTRICT staff for 504 Accommodation Nursing needs, subject to availability of qualified PERSONNEL. Subject to the terms of Section 6.8 of this Agreement, to the extent that PROVIDER is unable to provide the type of healthcare provider requested by DISTRICT, PROVIDER will supply DISTRICT with a higher skilled healthcare provider. PROVIDER must, however, bill that higher skilled provider at that provider's hourly rate as defined in this Agreement.

Assignment of Students is at the sole discretion of DISTRICT, and DISTRICT reserves the right to assign a student to another contracted agency at any time for any reason.

- 2.3 **Scope of Work.** PROVIDER will:
- A) Adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).
 - B) Provide direct healthcare services as prescribed by a "licensed authorized healthcare provider" (hereinafter referred to as HCP) to DISTRICT students with 504 Accommodation(s) who require such services at student's school of attendance, or in certain circumstances, at agreed field trip locations..
 - C) Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student with 504 Accommodation(s). School Nurse will function as the case manager and facilitate all communications with HCP, parent/guardian, teachers, and DISTRICT.
 - D) Immediately route all forms received by PERSONNEL to DISTRICT. Upon request, assist DISTRICT with obtaining necessary signatures from parent/guardian when DISTRICT receives incomplete form.
 - E) Follow the most recent signed written orders from HCP after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

- F) Minimize classroom disruptions in providing care per the written orders.
- G) Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- H) Provide for the safety and direct care services for the student with 504 Accommodation(s), assuring personal privacy and dignity of the student.
- I) Assume responsibility for following emergency procedures, according to DISTRICT policy, should the need arise.

2.4 **Amendment of Scope of Work.** Scope of Work as defined in section 2.3 may be amended with written approval of both PROVIDER and DISTRICT.

2.5 **PERSONNEL.** PROVIDER will supply DISTRICT with PERSONNEL who meet the following criteria and will provide evidence of any or all of the following to DISTRICT upon written request:

A) **Professional Licenses.** Possess current state license(s), certification(s) and/or credential(s), as applicable and appropriate for the services provided to DISTRICT, including cardiopulmonary resuscitation certification, all documentation of which will be kept in the PROVIDER employee file. PROVIDER shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by PROVIDER.

B) **Clearances.** Completed state-specific background checks and health assessment requirements, as defined by California education code, including but not limited to obtaining clearances from both the California Department of Justice (CDOJ) and clearance from the Federal Bureau of Investigation (FBI) and Tuberculosis clearances.

C) **Transportation.** Possess a valid California driver's license and have access to a reliable vehicle.

D) **Compliance Training.** Complete annual training within the past 12 months for current Cal-OSHA, HIPAA, FERPA, California Minor Consent and Confidentiality, Child Abuse Mandated Reporter, and medication administration and basic first aid laws and regulations to be approved by DISTRICT and provided by PROVIDER.

E) **Procedural Training and Skills Check.** Complete training within the past 12 months on all standard and individualized care procedures applicable and appropriate for the services provided to DISTRICT (such as counting carbohydrates, administering insulin, administering Diastat, proper body mechanics for transfers, and replacing a G-Tube), to be provided by PROVIDER, and passed competency skills checks for those procedures, to be administered by a PROVIDER supervising clinician.

F) **Acknowledgement of Expectations.** Sign an acknowledgement of understanding and commitment to adhere to all guidelines outlined in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A).

2.6 **PERSONNEL Absences.** When PROVIDER PERSONNEL are unable to provide services for their scheduled shift due to illness, transportation challenges, or any other reason, PROVIDER will make every effort to send alternate qualified PERSONNEL to cover the shift.

In the event that PROVIDER is able to fill the shift with alternate PERSONNEL, PROVIDER will notify DISTRICT via email by end of day documenting the alternate coverage.

In the event that PROVIDER is **unable** to fill the shift, PROVIDER will contact DISTRICT in the sequence and manner outlined in DISTRICT's "COMMUNICATION TREE FOR PROVIDER PERSONNEL ABSENCES" document (EXHIBIT B).

2.7 **Student Absences.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and PROVIDER receives at least 2 hours advance notification of the student's absence from DISTRICT or student's guardian, PERSONNEL is not expected to report for shift.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and PROVIDER receives at least 2 hours advance notification of a student's absence from DISTRICT or student's guardian, PERSONNEL will still report to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

Sometimes PERSONNEL's caseload contains students receiving services under their IEP and ordered by SCUSD's Special Education department as well as students receiving services under their 504 Accommodations and ordered by DISTRICT. In this situation, services rendered at that school site are billed to SCUSD's Special Education department because the student requiring the largest duration or complexity of services at that school site receives those services under their IEP. In the event that the absent student receives services ordered by SCUSD's Special Education department, and the remaining student(s) receive services ordered by DISTRICT, PROVIDER will bill DISTRICT for services provided on that day.

2.8 **Field Trip Coverage.**

A) **Single Student Caseload.** When PERSONNEL's caseload includes services for only a single student and that student has a scheduled field trip, PROVIDER will provide services for the duration of time needed, not to be less than 4 hours.

B) **Multiple Student Caseload.** When PERSONNEL's caseload includes services for multiple students and one of them have a scheduled field trip, original PERSONNEL will attend the field trip with the student leaving campus and provide services for the duration of time needed, not to be less than 4 hours. PROVIDER will supply additional PERSONNEL to provide services for the remaining student(s) on caseload, at the level and duration ordered for the remaining student(s), not to be less than 4 hours.

2.9 **Insurance.** PROVIDER shall, at their sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with PROVIDER's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A) Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that PROVIDER's policy should have an exclusion for sexual molestation or abuse claims, then PROVIDER shall be required to procure a supplemental policy providing such coverage.

B) Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If PROVIDER uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the DISTRICT, PROVIDER must comply with State of California auto insurance requirements.

C) Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

Part B – \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D) Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance, including sexual molestation and abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

E) PROVIDER, upon execution of this Agreement and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the DISTRICT as additional insured and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to DISTRICT. All premiums on all insurance policies shall be paid by PROVIDER and shall be deemed included in PROVIDER's obligations under this contract at no additional charge.

F) Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the DISTRICT. At its option, DISTRICT may require the PROVIDER, at the PROVIDER's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G) For any claims related to the services contracted for under this Agreement, the PROVIDER's insurance coverage shall be primary insurance as respects to the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the PROVIDER's insurance and shall not contribute with it.

H) All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

- 2.10 **Data Reporting.** PROVIDER agrees to provide to DISTRICT, all data (including billing information) related to students who are served by the PROVIDER. PROVIDER agrees to provide all data related to or referenced in any and all sections of this Agreement if requested by DISTRICT. PROVIDER agrees to provide all requested information in the format required by DISTRICT.

DISTRICT shall provide PROVIDER with approved forms and/or format for such data, including but not limited to Diabetes Medical Management Plans, Medication Authorization forms, and care logs. DISTRICT may approve use of PROVIDER-provided forms at its discretion.

- 2.11 **Use of Independent Contractors and Subcontractor.** PERSONNEL provided to DISTRICT are employees of PROVIDER and are subject to PROVIDER's standard screening process, as well as additional qualifications as required in this Agreement. If PROVIDER deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, PROVIDER will notify DISTRICT in writing of its intent to use subcontractors and will obtain written approval from DISTRICT. PROVIDER will ensure that any subcontractor will comply with all applicable terms of this Agreement. PROVIDER will provide written notification to DISTRICT if it becomes necessary for PROVIDER to utilize independent contractors to fulfill its staffing obligations to DISTRICT. Any PERSONNEL provided to DISTRICT by and independent contractor will be subject to the same qualifications as PROVIDER employees.
- 2.12 **Employment and Taxes.** PROVIDER will follow its standard employment policies and procedures to verify that all PERSONNEL meet applicable licensing requirements. PROVIDER, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. DISTRICT shall be responsible for any sales tax, gross receipts tax, excise tax, or other state taxes applicable to the Services provided by PROVIDER.
- 2.13 **Incident Reports.** PROVIDER shall report to DISTRICT any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with DISTRICT'S incident tracking program. An Incident Report on the DISTRICT form shall

be promptly completed and provided to both DISTRICT and the school site administrator, along with any witness statements.

3. Responsibility of DISTRICT

- 3.1 **Orientation.** DISTRICT will promptly provide PROVIDER PERSONNEL with an adequate and timely orientation to DISTRICT. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient PROVIDER PERSONNEL to the specific Exposure Control Plan of the DISTRICT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the DISTRICT's specific policies and procedures provided to PROVIDER for such purpose.
- 3.2 **Requests for PERSONNEL.** DISTRICT will use its best efforts to request PERSONNEL at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned PERSONNEL. All information regarding reporting time, location, duration of approved hours and additional assignment details will be provided by DISTRICT at the time of the initial call. Those authorized to request PERSONNEL on behalf of DISTRICT, and/or authorize hours beyond the original quantity ordered, are as follows:
- A) Director III, Student Support & Health Services (Victoria Flores)
 - B) Coordinator II, Health Services (Tami Cisneros)
 - C) Lead School Nurse (Paula Kuhlman)
- 3.3 **Short-Notice Requests.** PROVIDER will bill DISTRICT for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as PERSONNEL report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- 3.4 **Staff Order Cancellation.** If DISTRICT changes or cancels an order less than two (2) hours prior to the start of a shift, PROVIDER will bill DISTRICT for two (2) hours at the established fee for each scheduled PERSONNEL. PROVIDER will be responsible for contacting PROVIDER PERSONNEL prior to reporting time.
- 3.5 **Responsibility for Student Care.** DISTRICT retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by PROVIDER PERSONNEL under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which PROVIDER PERSONNEL last worked a shift at DISTRICT, DISTRICT agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those PERSONNEL provided by PROVIDER during the term of this Agreement. DISTRICT understands and agrees that PROVIDER is not an employment agency and that PERSONNEL are assigned to the DISTRICT to render temporary service(s) and are not assigned to become employed by the DISTRICT. The DISTRICT further acknowledges and agrees that there is a substantial investment in business related costs incurred by PROVIDER in recruiting, training and employing PERSONNEL, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising PERSONNEL. In the event that DISTRICT, or any affiliate, subsidiary, department, or division of DISTRICT hires, employs or solicits PROVIDER PERSONNEL, DISTRICT will be in breach of this Agreement. DISTRICT agrees to give PROVIDER either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff PERSONNEL through PROVIDER for a minimum of thirty-six (36) hours per week through

the one hundred and eighty (180) days notice period; OR (b) to pay PROVIDER a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (20%) of such PERSONNEL's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 20%) unless PROVIDER extends documentation to DISTRICT waiving this right for the individual in question.

- 3.7 **Per Diem or Short Term Staff Non-Performance.** If DISTRICT concludes, in its sole discretion, that any PERSONNEL provided by PROVIDER have engaged in misconduct, or have been negligent, DISTRICT may require the PERSONNEL to leave the premises and will notify PROVIDER immediately, providing in reasonable detail the reason(s) for such dismissal. DISTRICT'S obligation to compensate PROVIDER for such PERSONNEL services will be limited to the number of hours actually worked. PROVIDER will not reassign the individual to DISTRICT without prior approval of the DISTRICT.
- 3.8 **Insurance.** DISTRICT will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. DISTRICT will provide prompt written notice of any material change in DISTRICT coverage.
- 3.9 **Incident Reports.** DISTRICT shall report to PROVIDER any unexpected incident known to involve any PERSONNEL (such as PERSONNEL errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to PERSONNEL, and any safety hazards known to be related to the services provided by PERSONNEL) if the incident may have an adverse impact on the DISTRICT and/or PROVIDER in order to comply with PROVIDER'S incident tracking program. Complaints and grievances regarding PROVIDER PERSONNEL may be reported to the local PROVIDER representative at any time.

4. Compensation

- 4.1 **Invoicing.** PROVIDER will supply PERSONNEL under this Agreement at the rates listed in the Attachment(s).
- A) **Billing Cycle.** Monthly - PROVIDER will submit invoices to DISTRICT every month for PERSONNEL provided to DISTRICT during the preceding month.
- B) **Contents.** Invoices will include the following:
- Name(s) of PERSONNEL
 - Name(s) of School Site(s)
 - Name of Student(s) served by PERSONNEL
 - Individual Service Dates
 - Hours of Service provided (separated by School Site if serving at Multiple School Sites on the same day)
 - Charges (subtotaled by School Site whenever possible)
- C) **Submission.** Invoices shall be submitted to the following address:

Sacramento City Unified School District
ATTN: Rebecca Wall
Health Services - Box 764
5735 47th Avenue
Sacramento, CA 95824
or
Rebecca-Wall@SCUSD.edu

- 4.2 **Payment.** The DISTRICT agrees to pay to the PROVIDER the hourly sum itemized in SCHEDULE A for services performed, billed by PROVIDER'S employees during the term of the Agreement. PROVIDER agrees that said sum shall be full compensation for all services in performing this Agreement. Compensation will be in accordance with all applicable laws.

Compensation is based on the student(s) school day hours as ordered by a DISTRICT as outlined in section 3.2 and, if previously approved by a DISTRICT as outlined in section 3.2 and required, before and/or after school programs, and/or field trips. Extended time reimbursement is allowed only for recognized school activities authorized by a DISTRICT approver as outlined in section 3.2 or emergencies which have been reported and documented according to the guidelines in DISTRICT's "*AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS*" document (EXHIBIT A) and in accordance with section 2.13 Incident Reports.

PROVIDER shall submit invoices to the DISTRICT on a monthly basis. All amounts due to PROVIDER are due and payable within thirty (30) days from date of invoice. DISTRICT will send all payments to the address set forth on the invoice.

- 4.3 **Right to Withhold Payment.** DISTRICT may withhold payment to PROVIDER when: (a) PROVIDER has failed to perform, in whole or in part, under the terms of this Contract; (b) PROVIDER has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) PROVIDER was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (d) PROVIDER has failed to provide supporting documentation with an invoice; (e) services are provided to DISTRICT students by PERSONNEL who are not appropriately credentialed, licensed, or otherwise qualified; (g) PROVIDER receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student; or (h) PROVIDER fails to provide the required liability/insurance documentation as outlined in Section 2.5 of this Agreement. It is understood that no payments shall be made for any invoices that are not received by three (3) months following the close of the prior fiscal year, for services provided in that year.
- 4.4 **Rate Change.** PROVIDER will provide DISTRICT at least thirty (30) days advance written notice of any change in rates.

5. General Terms

- 5.1 **Non-discrimination.** Neither PROVIDER nor DISTRICT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

- 5.2 **Independent Contractors.** PROVIDER and DISTRICT are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PROVIDER nor DISTRICT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement. All services rendered by PROVIDER shall be rendered in a competent, efficient, and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty.
- 5.3 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- 5.4 **Indemnification.** PROVIDER agrees to indemnify and hold harmless DISTRICT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of PROVIDER, its directors, officers, employees or agents under this Agreement only. DISTRICT agrees to indemnify and hold harmless PROVIDER, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of DISTRICT, its directors, officers, employees, contractors or agents under this Agreement.
- 5.5 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- 5.6 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Sacramento City Unified School District
 Health Services - Box 764
 5735 47th Avenue
 Sacramento, CA 95824

Rx Healthcare Services
 4640 Marconi Ave
 Sacramento, CA 95821

- 5.7 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 5.8 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between DISTRICT and PROVIDER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be

executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

- 5.9 **Availability of PERSONNEL.** The parties agree that PROVIDER's duty to supply PERSONNEL on request of DISTRICT is subject to the availability of qualified PROVIDER PERSONNEL. The failure of PROVIDER to provide PERSONNEL or the failure of DISTRICT to request PERSONNEL shall result in no penalty to DISTRICT or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where PROVIDER is providing individual care for a student(s), PROVIDER will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- 5.10 **Compliance with Laws.** PROVIDER agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, PROVIDER reserves the right to notify DISTRICT in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 5.11 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 5.12 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- 5.13 **Limitation on Liability.** Neither PROVIDER nor DISTRICT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- 5.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of PROVIDER or the DISTRICT, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

6. Confidentiality of Protected Health Information

6.1 Confidentiality.

- A) **Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by DISTRICT, PROVIDER and

student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

B) **Permanence.** The obligations set forth in this Section shall survive the termination of this Agreement.

6.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, HITECH and FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that DISTRICT may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by PROVIDER. Specifically, the parties acknowledge that under HIPAA, PERSONNEL provided hereunder are considered part of DISTRICT's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in DISTRICT's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for PROVIDER to provide PERSONNEL as part of DISTRICT's temporary workforce.

Notwithstanding the foregoing, PROVIDER and all staff provided to DISTRICT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by PROVIDER and their PERSONNEL, including without limitation HIPAA, HITECH and FERPA.

DISTRICT and PROVIDER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT

Signature

Jorge A. Aguilar, Superintendent

Printed Name & Title

Date

6/14/19

RX HEALTHCARE SERVICES:

Signature

Printed Name & Title

Date

ADDENDUM A

Sacramento City Unified School District

**Addendum to Technology Services Related Agreements for Education Code
Section 49073.1 Compliance**

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and Rx Healthcare Services ("Service Provider") on 7/1/2019 ("Effective Date")

WHEREAS, the LEA and the Service Provider entered into an agreement titled Supplemental 504 Accommodation Nursing Staff Service Agreement ("Technology Services Agreement") on 5/24/2019 and any addenda on 5/24/2019;

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: licensed, certified, and/or credentialed healthcare PERSONNEL to supplement DISTRICT staff for 504 Accommodation Nursing needs ("Services");

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

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

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

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

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.

3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.

5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

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

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

7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
 - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
10. Neither LEA nor Service Provider may modify or amend the terms of this Addendum without mutual written consent.

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

Joe Sharpe
Chief Operating Officer

Elliot Lopez
Chief Information Officer

Date

Date

SA20-00030 (RX)

SCHEDULE A

Rx HealthCare Services

Schedule A – Fee scale by Worker Category for

Charges will be based on the following hourly rate schedule effective: TBA

Service	Rate
LVN	\$45 per hour
RN	\$60 per hour
Credentialed/Preliminary School Nurse (RN)	\$72 per hour
Medical Assistant/CNA	\$34 per hour
Paraprofessional/Instructional	\$34 per hour
Camp Nurse/Field Trip	\$1000 per day/24 hours

Mileage: N/A

Minimum: A four (4) hour minimum is required for each shift.

Orientation Requirement: A minimum of one (1) hour is required prior to Rx HealthCare Services Healthcare Workers and Caregivers working their first shift to ensure patient and nurse safety. The standard rate listed above will be charged for all the time spent in required Facility orientation.

Overtime: Time-and-a-half (rate X 1.5) applies for more than eight (8) hours a day, or more than forty (40) hours in a week (Sunday to Saturday). **Double-time** (rate X 2.0) applies for more than twelve hours a day, or for any hours worked on the seventh consecutive day. The over-time rate will be figured from the highest wage earned during the shift.

Holiday Pay: Time-and-a-half (rate X 1.5) rate applies for NEW YEARS EVE (PM and Night shifts only), NEW YEARS DAY, EASTER, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING, CHRISTMAS EVE (PM and Night shifts only), and CHRISTMAS DAY. Holiday rates will apply to all shifts that end on the holiday, the night shift preceding the holiday, and the day and evening shifts of the holiday. Overtime rates and holiday rates shall not be cumulative.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

Agency healthcare professionals are expected to:

- Arrive at assigned SCUSD site on time *-typically, 15 minutes before the scheduled shift*
 - Sign in at the front office upon arrival, noting the agency name and arrival time.
 - Read student's Plan of Care and Emergency Care Plan (ECP) promptly
- Depart at end of shift.
 - Sign out at the front office upon departure, noting departure time.
 - Do not allow hours to exceed those hours previously approved without prior authorization from your agency or SCUSD Health Services Department (the only approvers are Lead School Nurse, Coordinator, or Director). The only exception to this would be for medical emergencies. If a situation like this occurs, this needs to be reported to Health Services immediately at (916) 643-9412, and appropriately documented in the student's chart and on your time card.
- Always wear an agency identification badge with photo. This should be worn in a clearly visible location above the waist. Maintain a list of your emergency contact information behind your badge. Please share these details with the front office staff the first time you visit a new school site.
- Communicate promptly with your agency clinical supervisor and SCUSD Health Services Department staff regarding any changes to your scheduled shift such as being late or absent.
- Coordinate with the School Nurse assigned to the school site regarding all direct care services being provided to the student. School Nurse will function as the case manager and facilitate all communications with doctors, parent/guardian, teachers, and Health Services.
- Document ALL nursing care including first aid, on district-approved forms.
- Immediately route all forms received from families to the school nurse assigned to the site. Upon request, assist the school nurse with obtaining necessary signatures from parent/guardian when we receive incomplete form.
- Follow the most recent signed written orders from licensed authorized healthcare provider (HCP) after verifying presence of signed authorization from the parent or guardian of the student, indicating consent for the student to receive the HCP-prescribed direct care services at school.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT A

Sacramento City Unified School District - Health Services Department AGENCY HEALTHCARE PROFESSIONAL EXPECTATIONS

- Provide for the safety and direct care services per the written orders of the student. Assure personal privacy and dignity of the student, while minimizing classroom disruptions.
- Review current HCP orders and recent direct care logs; maintain daily documentation records in accordance with the requirements of confidentiality of student records. Such records including HCP orders and parent requests, are to be considered mandatory interim student records that must remain on campus.
- Assume responsibility for following emergency procedures, according to SCUSD policy, should the need arise.
- Communicate effectively and professionally during all encounters, including encounters with students, parents, regular and substitute teachers, school office staff, campus monitors, security, custodial, and nutrition services staff.
 - Report any negative interactions to your agency **and** SCUSD Health Services Department as soon as time and safety allow.
 - ALWAYS remain POLITE, OBJECTIVE, and HELPFUL.
- **CELL PHONE USE** - When not in use for Appropriate items below, phones should be silent and out of sight.
 - **Appropriate** uses include tracking student medical devices and the following calls or texts:
 - Emergencies (911)
 - Urgent student situations
 - Medication reference guide apps
 - Contacting agency clinical supervisor or SCUSD Health Services Department
 - Accepting an urgent call from home and/or child's school or daycare
 - **Inappropriate** uses include:
 - Social calls
 - Social media
 - Internet searches
 - Texting unrelated to shift assignment
- The full duration of your shift should be spent **actively engaged** in supporting the health and learning of your assigned student(s). Personal tasks such as grooming, reading a book, and listening to music are not acceptable.

Our vision is to serve all students with compassion and care, ensuring families have equitable access to systems of support that promote hope, resilience, empowerment, physical and mental wellness, and educational success.

EXHIBIT B

**Sacramento City Unified School District - Health Services Department
COMMUNICATION TREE FOR PROVIDER PERSONNEL
ABSENCES**

- 1. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 2. Call Lead School Nurse on desk line (916) 643-9150**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 3. Call Health Services Technician on desk line (916) 643-7963**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 4. Call Health Services Coordinator on work cell (916) 368-6544**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 5. Call Health Services Coordinator on desk line (916) 643-9152**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, DO NOT leave a voicemail. Proceed to next step.

- 6. Call Health Services Department on main line (916) 643-9412**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation *and* proceed to next step.

- 7. Call Lead School Nurse on work cell (916) 320-1538**
 - a. If reached in person, relay the situation and follow up with an email by end of day to document the interaction. Stop Here.
 - b. If no answer, leave a detailed voicemail relaying the situation, and follow up with an email by end of day to document the interaction. Stop Here.

Amendment No. 1

Supplemental 504 Accommodation Nursing Staff Service Agreement

BETWEEN

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT HEALTH SERVICES DEPARTMENT

AND

RX HEALTHCARE SERVICES

Agreement between the Sacramento City Unified School District (DISTRICT) and Rx Healthcare Services (PROVIDER) dated May 24, 2019 is hereby amended as follows:

2.4 Scope of Work

- J) Contracted staff at the Medical Assistant level will assist with testing and contact tracing of DISTRICT staff and students and other related duties pertaining to COVID-19 mitigation measures. Duties include but are not limited to:
 - Travel to multiple sites to perform PCR and rapid antigen COVID testing
 - Register and document testing and results in online application
 - Use appropriate PPE as directed for testing tasks
 - Maintain testing area and enforce mitigation measures at all times
 - Observe and direct staff and students in self swabbing anterior nasal samples
 - Perform testing procedures, applying drops, handling specimens package, packaging as directed
 - Contact via phone, email, text staff and parents for contact tracing follow up.
 - Monitoring and documenting person's quarantine, testing status and return to work/school per district guidelines
 - Documenting contacts and activities
 - Communicate with SCUSD school nurses for oversight and training
 - Other duties as assigned related to all COVID mitigation measures, testing and contact tracing of staff and students
 - Staff must successfully complete the Johns Hopkins Contact Tracing training
 - Staff will undergo other trainings as needed that support the testing protocols, contact tracing, or other public health measures

All other clauses and conditions between DISTRICT and PROVIDER as defined by the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound have caused this Agreement to be executed by their duly authorized representatives.

Sacramento City Unified School District

Rx Healthcare Services

DocuSigned by:

Rose Ramos

CC6FE7C204D7402...

Signature

Rose Ramos, Chief Business Officer

Printed Name and Title

02/24/2021

Date

Joe Sharpe

Signature

Joe Sharpe, Chief Operating Officer

Printed Name and Title

2/3/2021

Date

Rx HealthCare Services

Fee scale by Worker Category for Rx HealthCare Services School Health Program

Charges will be based on the following hourly rate schedule effective: July 1, 2020

Credentialed School Nurse Consultant	\$90 per hour
Credentialed/Preliminary School Nurse	\$75 per hour
RN	\$62 per hour
LVN-Nurse	\$48 per hour
Medical Asst./CNA	\$33 per hour
Camp Rate LVN/RN	\$80 per hour
	\$1000 per day/24 hours

Mileage: N/A

Minimum: A four (4) hour minimum is required for each shift.

Orientation Requirement: A minimum of one (1) hour is required prior to Rx HealthCare Services Healthcare Workers and Caregivers working their first shift to ensure patient and nurse safety. The standard rate listed above will be charged for all the time spent in required Country House orientation.

Overtime: Time-and-a-half (rate X 1.5) applies for more than eight (8) hours a day, or more than forty (40) hours in a week (Sunday to Saturday). **Double-time** (rate X 2.0) applies for more than twelve hours a day, or for any hours worked on the seventh consecutive day. The over-time rate will be figured from the highest wage earned during the shift.

Holiday Pay: Time-and-a-half (rate X 1.5) rate applies for NEW YEARS EVE (PM and Night shifts only), NEW YEARS DAY, EASTER, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING, CHRISTMAS EVE (PM and Night shifts only), and CHRISTMAS DAY. Holiday rates will apply to all shifts that end on the holiday, the night shift preceding the holiday, and the day and evening shifts of the holiday. Overtime rates and holiday rates shall not be cumulative.

Rx HealthCare Services

Schedule A – Fee scale by Worker Category for

Charges will be based on the following hourly rate schedule effective: 07/01/2021

Service	Rate
LVN	\$51 per hour
RN	\$64 per hour
Preliminary School Nurse (RN)	\$80 per hour
Credentialed School Nurse (RN)	\$100 per hour
Health Aide/Medical Assistant/CNA	\$34 per hour
Special Education Teacher	\$75 per hour
PT/OT/ST	\$100 per hour
School Psychologist	\$100 per hour
Board Certified Behavior Analyst (BCBA)	\$100 per hour
Behavior Technician	\$42 per hour

Mileage: N/A

Minimum: A four (4) hour minimum is required for each shift.

Orientation Requirement: A minimum of one (1) hour is required prior to Rx HealthCare Services Healthcare Workers and Caregivers working their first shift to ensure patient and nurse safety. The standard rate listed above will be charged for all the time spent in required Facility orientation.

Overtime: Time-and-a-half (rate X 1.5) applies for more than eight (8) hours a day, or more than forty (40) hours in a week (Sunday to Saturday). **Double-time** (rate X 2.0) applies for more than twelve hours a day, or for any hours worked on the seventh consecutive day. The over-time rate will be figured from the highest wage earned during the shift.

Holiday Pay: Time-and-a-half (rate X 1.5) rate applies for NEW YEARS EVE (PM and Night shifts only), NEW YEARS DAY, EASTER, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING, CHRISTMAS EVE (PM and Night shifts only), and CHRISTMAS DAY. Holiday rates will apply to all shifts that end on the holiday, the night shift preceding the holiday, and the day and evening shifts of the holiday. Overtime rates and holiday rates shall not be cumulative.

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” or “SCUSD”) and the Boys and Girls Club of Greater Sacramento (“BGC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“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 and Ethel I Baker Elementary** schools and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All BGC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. BGC shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay BGC for direct services not to exceed **\$234,613.66** to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	Edward Kemble	\$112,741.47	83
ASES	Ethel I Baker Program to be held at 5212 Lemon Hill (BGC)	\$121,872.19	90
Total		\$234,613.66	

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

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. BGC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a

subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify BGC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, BGC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

BGC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by BGC; (b) any act by BGC exposing the District to liability to others for personal injury or property damage; or (c) BGC is adjudged as bankrupt; BGC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the BGC's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither BGC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. BGC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, BGC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to BGC prior to the execution of this Agreement. BGC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. BGC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. BGC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer

BOYS AND GIRLS CLUB OF GREATER SACRAMENTO:

By: _____ Date _____
Kimberly Key
CEO

Agency's Public Phone Number: 916-392-1350

Email Address: kkey@bgcsac.org

Sacramento City Unified School District and Boys and Girls Club of Greater Sacramento:
Scope of Services
Attachment A

DISTRICT shall:

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

Boys and Girls Club of Greater Sacramento shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly BGC meetings, monthly BGC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside BGC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). BGC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 BGC regarding District expectations.

1. BGC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. BGC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. BGC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, BGC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, BGC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, BGC enters this COVID-19 Addendum as BGC will be providing services at the school sites:

1. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. BGC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. BGC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Kimberly Key
CEO

Address: _____

Work Phone: _____

Other Phone: _____

Email Address: kkey@bgcsac.org

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” or “SCUSD”) and the Center for Fathers and Families (“CFF”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Center for Fathers and Families to develop, maintain and sustain programs that offer support services to **Father Keith B. Kenny, Harkness Elementary, New Joseph Bonnheim Charter and Oak Ridge Elementary** schools and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All CFF employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CFF shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay CFF for direct services not to exceed **\$507,788.24**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	Father Keith B. Kenny	\$140,360.55	103
ASES	Harkness Elementary	\$131,430.80	97
ASES	New Joseph Bonnheim Charter	\$112,741.21	83
ASES	Oak Ridge Elementary	\$123,255.68	91
Total		\$507,788.24	

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

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CFF agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in

the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CFF of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CFF agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

CFF further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by CFF; (b) any act by CFF exposing the District to liability to others for personal injury or property damage; or (c) CFF is adjudged as bankrupt; CFF makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the CFF's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither CFF, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. CFF's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, CFF shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to CFF prior to the execution of this Agreement. CFF is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. CFF shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. CFF waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer

Date

CENTER FOR FATHERS AND FAMILIES:

By: _____
Richard T. Jennings II
CEO

Date

Agency's Public Phone Number: 916-568-3237

Email Address: rickjenningsii@gmail.com

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

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of CFF 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, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CFF site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Center for Fathers and Families shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly CFF meetings, monthly CFF Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside CFF contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). CFF will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 CFF regarding District expectations.

1. CFF and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. CFF and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. CFF will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, CFF and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, CFF/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
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11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, CFF enters this COVID-19 Addendum as CFF will be providing services at the school sites:

1. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. CFF agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. CFF will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Richard T. Jennings II
CEO

Address: _____

Work Phone: _____

Other Phone: _____

Email Address: rickjenningsii@gmail.com

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
CITY OF SACRAMENTO
Youth, Parks and Community Enrichment

The Sacramento City Unified School District (“District” or “SCUSD”) and the City of Sacramento, Youth, Parks and Community Enrichment (“CITY OF SAC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento, Youth, Parks and Community Enrichment to develop, maintain and sustain programs that offer support services to Sam Brannan Middle School and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All CITY OF SAC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CITY OF SAC shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay CITY OF SAC for direct services not to exceed **\$150,952.32**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	Sam Brannan Middle School	\$150,925.32	111
Total		\$150,925.32	

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

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. CITY OF SAC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a

subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify CITY OF SAC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SAC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

CITY OF SAC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by CITY OF SAC; (b) any act by CITY OF SAC exposing the District to liability to others for personal injury or property damage; or (c) CITY OF SAC is adjudged as bankrupt; CITY OF SAC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the CITY OF SAC's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither CITY OF SAC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. CITY OF SAC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, CITY OF SAC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to CITY OF SAC prior to the execution of this Agreement. CITY OF SAC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. CITY OF SAC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. CITY OF SAC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer

_____ Date

CITY OF SACRAMENTO, Youth, Parks and Community Enrichment:

By: _____
Authorized Signature

_____ Date

Print Name: _____

Title: _____

Agency's Public Phone Number: _____

Email Address: _____

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of CITY OF SAC 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, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

City of Sacramento, Youth, Parks and Community Enrichment shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly CITY OF SAC meetings, monthly CITY OF SAC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside CITY OF SAC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). CITY OF SAC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 CITY OF SAC regarding District expectations.

1. CITY OF SAC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. CITY OF SAC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. CITY OF SAC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, CITY OF SAC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty

- b. Prepared and ready at least 30 minutes 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, CITY OF SAC/staff should:
- a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, CITY OF SAC enters this COVID-19 Addendum as CITY OF SAC will be providing services at the school sites:

1. CITY OF SAC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. CITY OF SAC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. CITY OF SAC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Name and Title: _____

Address: _____

Work Phone: _____

Other Phone: _____

Email Address: _____

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
EMPOWERING POSSIBILITIES UNLIMITED, INC.

The Sacramento City Unified School District (“District” or “SCUSD”) and the Empowering Possibilities Unlimited, Inc. (“EPU”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Empowering Possibilities Unlimited, Inc. to develop, maintain and sustain programs that offer support services to **Bret Harte Elementary, James Marshall Elementary, Mark Twain Elementary and Rosa Parks K-8** schools and recreational activities supporting the After School Education and Safety (ASES), and 21st Century Community Learning Centers (21st CCLC) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All EPU employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. EPU shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay EPU for direct services not to exceed **\$534,268.33**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	Bret Harte Elementary	\$131,305.03	97
CARES/ELO	Bret Harte Elementary	\$25,650.00	30
ASES	James Marshall Elementary	\$113,193.99	83
ASES	Mark Twain Elementary	\$113,193.99	83
ASES	Rosa Parks Elementary	\$150,925.32	111
Total		\$534,268.33	

The final installment shall not be invoiced by EPU or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, EPU shall provide documentation of **\$80,140.25** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, EPU and each of EPU 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, EPU 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. EPU 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."

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. EPU agrees that any

employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify EPU of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, EPU 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.

EPU further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

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.* EPU 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 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by EPU; (b) any act by EPU exposing the District to liability to others for personal injury or property damage; or (c) EPU is adjudged as bankrupt; EPU makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the EPU's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

Accordingly, EPU 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 EPU and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. EPU 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. Use of Facilities. Neither EPU, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. EPU's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, EPU shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to EPU prior to the execution of this Agreement. EPU is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. EPU shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. EPU waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

- K. 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.
- L. 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.
- M. Assignment. This Agreement is made by and between EPU and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between EPU 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.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. 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.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer

Date

EMPOWERING POSSIBILITIES UNLIMITED, INC.:

By: _____
Angela Love
Executive Director

Date

Agency's Public Phone Number: 916-214-5433

Email Address: alove@target-excellence.org

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of EPU 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, 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, EPU site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Empowering Possibilities Unlimited, Inc. shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly EPU meetings, monthly EPU Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside EPU contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). EPU will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 EPU regarding District expectations.

1. EPU and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. EPU and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. EPU will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, EPU and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, EPU/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, EPU enters this COVID-19 Addendum as EPU will be providing services at the sites:

1. EPU agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. EPU agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. EPU will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Angela Love
Executive Director

Address: _____

Work Phone: _____

Other Phone: _____

Email Address: alove@target-excellence.org

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
LEADERS OF TOMORROW

The Sacramento City Unified School District (“District” or “SCUSD”) and the Leaders of Tomorrow (“LOT”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Leaders of Tomorrow to develop, maintain and sustain programs that offer support services to **Isador Cohen Elementary and John Sloat Elementary** schools and recreational activities supporting the After School Education and Safety (ASES), and 21st Century Community Learning Centers (21st CCLC) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All LOT employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. LOT shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay LOT for direct services not to exceed **\$295,012.98**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	Isador Cohen Elementary	\$113,193.99	83
21 st CCLC After School	Isador Cohen	\$34,425.00	30
21 st CCLC Before School	Isador Cohen	\$34,200.00	40
ASES	John Sloat	\$113,193.99	83
Total		\$295,012.98	

The final installment shall not be invoiced by LOT or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, LOT shall provide documentation of **\$44,251.95** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. LOT agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify LOT of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, LOT agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

LOT further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by LOT; (b) any act by LOT exposing the District to liability to others for personal injury or property damage; or (c) LOT is adjudged as bankrupt; LOT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the LOT's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither LOT, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. LOT's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, LOT shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to LOT prior to the execution of this Agreement. LOT is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. LOT shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. LOT waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

- K. 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.
- L. 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.
- M. Assignment. This Agreement is made by and between LOT and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between LOT and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- O. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- P. 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.
- Q. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer

Date

LEADERS OF TOMORROW:

By: _____
Pendrel Ventress
CEO

Date

Agency's Public Phone Number: 916-272-5060

Email Address: pendrel.ventress@leadersasp.com

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of LOT 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, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, LOT site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Leaders of Tomorrow shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly LOT meetings, monthly LOT Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside LOT contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). LOT will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 LOT regarding District expectations.

1. LOT and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. LOT and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. LOT will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, LOT and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, LOT/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, LOT enters this COVID-19 Addendum as LOT will be providing services at the school sites:

1. LOT agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. LOT agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. LOT will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Pendrel Ventres
CEO

Address: _____

Work Phone: _____

Other Phone: _____

Email Address: pendrel.ventress@leasdersasp.com

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” or “SCUSD”) and the New Hope Community Development Corporation (“NHCDC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“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 **William Land Elementary and Hollywood Park Elementary** schools and recreational activities supporting the After School Education and Safety (ASES) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All NHCDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. NHCDC shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay NHCDC for direct services not to exceed **\$164,493.99**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	Hollywood Park Elementary	\$113,193.99	83
CARES/ELO	Washington Elementary	\$51,300	60
Total		\$164,493.99	

The final installment shall not be invoiced by NHCDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, NHCDC shall provide documentation of **\$24,674.10** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. NHCDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify NHCDC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the

requirements of the California Education Code, NHCDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

NHCDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by NHCDC; (b) any act by NHCDC exposing the District to liability to others for personal injury or property damage; or (c) NHCDC is adjudged as bankrupt; NHCDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the NHCDC's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school

facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither NHCDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. NHCDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, NHCDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to NHCDC prior to the execution of this Agreement. NHCDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. NHCDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. NHCDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer

NEW HOPE COMMUNITY DEVELOPMENT CORPORATION:

By: _____ Date _____
Enoch Yeung
Executive Director

Agency's Public Phone Number: 916-422-3370

Email Address: enochy@gmail.com

Sacramento City Unified School District and New Hope Community Development Corporation:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of NHCDC 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, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, NHCDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

New Hope Community Development Corporation shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly NHCDC meetings, monthly NHCDC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside NHCDC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). NHCDC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
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20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 - 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 social emotional learning and restorative practices
2. NHCDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
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 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
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 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, NHCDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, NHCDC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
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12. Program managers and instructional aids will participate in district offered professional development.
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 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. NHCDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. NHCDC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Enoch Yeung
Executive Director

Address: _____

Work Phone: _____

Other Phone: _____

Email Address: enochy@gmail.com

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” or “SCUSD”) and the Roberts Family Development Center (“RFDC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Roberts Family Development Center to develop, maintain and sustain programs that offer support services to **Leataata Floyd Elementary** school and recreational activities supporting the After School Education and Safety (ASES), and 21st Century Community Learning Centers (21st CCLC) expanded learning programs at the above mentioned school during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All RFDC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFDC shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District's obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days' notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay RFDC for direct services not to exceed **\$225,466.21**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	Leataata Floyd	\$112,741.21	83
21 st CCLC After School	Leataata Floyd	\$95,625.00	83
21 st CCLC Before School	Leataata Floyd	\$17,100.00	20
Total		\$225,466.21	

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of **\$33,819.93** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFDC of such a

subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

RFDC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by RFDC; (b) any act by RFDC exposing the District to liability to others for personal injury or property damage; or (c) RFDC is adjudged as bankrupt; RFDC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the RFDC's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the

ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither RFDC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFDC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFDC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFDC prior to the execution of this Agreement. RFDC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFDC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFDC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____
Rose Ramos
Chief Business Officer

Date

ROBERTS FAMILY DEVELOPMENT CENTER:

By: _____
Derrell Roberts
CEO

Date

Agency's Public Phone Number: 916-646-6631

Email Address: robertsfdc@aol.com

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

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of RFDC 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, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFDC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.

Roberts Family Development Center shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District's *Return to Health* plan (including appendixes) posted on District's website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly RFDC meetings, monthly RFDC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside RFDC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). RFDC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 RFDC regarding District expectations.

1. RFDC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. RFDC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. RFDC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, RFDC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, RFDC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, RFDC enters this COVID-19 Addendum as RFDC will be providing services at the school site:

1. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFDC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFDC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____
Derrell Roberts
CEO

Address: _____

Work Phone: _____ Other Phone: _____

Email Address: robertsfdc@aol.com

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
ROSE FAMILY CREATIVE EMPOWERMENT CENTER

The Sacramento City Unified School District (“District” or “SCUSD”) and the Rose Family Creative Empowerment Center (“RFCEC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain programs that offer support services to **John Still K-8, Parkway Elementary, Phoenix Park Community Center, Susan B. Anthony and Luther Burbank High** schools, and recreational activities supporting the After School Education and Safety (ASES), and 21st Century Community Learning Centers (21st CCLC) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All RFCEC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFCEC shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay RFCEC for direct services not to exceed **\$646,319.46**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students to be Served 180 Attendance Days
ASES	John Still K-8	\$175,824.97	129
ASES	Parkway	\$125,494.40	92
CARES/ELO	Phoenix Park	\$40,759.20	30
ASES	Susan B. Anthony	\$194,240.89	143
21 st C. ASSETs	Luther Burbank High	\$110,000.00	250
Total		\$646,319.46	

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of **\$96,947.92** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. RFCEC agrees that

any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

RFCEC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by RFCEC; (b) any act by RFCEC exposing the District to liability to others for personal injury or property damage; or (c) RFCEC is adjudged as bankrupt; RFCEC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the RFCEC's insolvency.

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

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither RFCEC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFCEC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFCEC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFCEC prior to the execution of this Agreement. RFCEC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFCEC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFCEC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer

ROSE FAMILY CREATIVE EMPOWERMENT CENTER:

By: _____ Date _____
Jackie Rose
CEO/Director

Agency's Public Phone Number: 916-376-7916

Email Address: jrose@focusonfamilysacramento.com

Sacramento City Unified School District and Rose Family Creative Empowerment Center:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of RFCEC 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, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFCEC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Rose Family Creative Empowerment Center shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly RFCEC meetings, monthly RFCEC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside RFCEC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). RFCEC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 RFCEC regarding District expectations.

1. RFCEC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. RFCEC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. RFCEC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, RFCEC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, RFCEC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at <https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, RFCEC enters this COVID-19 Addendum as RFCEC will be providing services at the school sites:

1. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. RFCEC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. RFCEC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Jackie Rose
CEO/Director

Address: _____

Work Phone: _____ Other Phone: _____

Email Address: jrose@focusonfamilysacramento.com

AGREEMENT FOR SERVICES
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
and
SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

The Sacramento City Unified School District (“District” or “SCUSD”) and the Sacramento Chinese Community Service Center (“SCCSC”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for program services (“Agreement”) effective on August 23, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage Sacramento Chinese Community Service Center to develop, maintain and sustain programs that offer support services to **A.M. Winn K-8, Abraham Lincoln Elementary, Albert Einstein Middle, Bowling Green Elementary, California Middle, Camellia Basic Elementary, Caroline Wenzel Elementary, Cesar Chavez, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Fern Bacon Middle, Golden Empire Elementary, Hubert H. Bancroft Elementary, John Bidwell Elementary, John Cabrillo Elementary, Kit Carson International Academy, Martin Luther Jr., K-8, Nicholas Elementary, O.W. Erlewine Elementary, Pacific Elementary, Peter Burnett Elementary, Pony Express Elementary, School of Engineering and Science, Sequoia Elementary, St. Hope Public School 7, Tahoe Elementary, Theodore Judah Elementary, Will C. Wood Middle, Washington Elementary, William Land Elementary, Woodbine Elementary, Rosemont High, American Legion High, C.K. McClatchy High, Hiram Johnson High, John F. Kennedy High** schools and recreational activities supporting the After School Education and Safety (ASES), and 21st Century Community Learning Centers (21st CCLC) expanded learning programs at the above mentioned schools during the 2021-2022 school year. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

All SCCSC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.

Consistent with [guidance from the California Department of Public Health \(https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx\)](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/K-12-Guidance-2021-22-School-Year.aspx), SCUSD will offer a full return to in-person learning, with continued health and safety measures in place.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. SCCSC shall adhere to Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly 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 as reasonably practicable.

iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

B. Payment. For provision of services pursuant to this Agreement, District shall pay SCCSC for direct services not to exceed **\$5,132,334.07**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	A.M. Winn K-8	\$131,305.03	97
ASES	Abraham Lincoln	\$113,193.99	83
ASES	Albert Einstein	\$150,925.32	90
ASES	Bowling Green	\$113,697.07	84
ASES	California Middle	\$150,774.39	111
ASES	Camellia Basic	\$113,193.99	83
ASES	Caroline Wenzel	\$112,741.21	83
ASES	Cesar Chavez	\$113,193.99	83
ASES	David Lubin	\$83,473.77	61
ASES	Earl Warren	\$113,193.99	83
ASES	Elder Creek	\$285,479.77	210
ASES	Ethel Phillips	\$113,193.99	83
ASES	Fern Bacon	\$150,925.32	111

ASES	Golden Empire	\$113,193.99	83
ASES	Hubert H. Bancroft	\$97,799.61	72
ASES	John Bidwell	\$113,193.99	83
ASES	John Cabrillo	\$113,193.99	83
ASES	Kit Carson	\$97,401.92	72
ASES	Martin Luther King, Jr.	\$113,193.99	83
ASES	Nicholas	\$115,457.87	85
ASES	O.W. Erlewine	\$113,193.99	83
ASES	Pacific	\$115,457.87	85
ASES	Peter Burnett	\$137,191.12	101
ASES	Pony Express	\$113,193.99	83
ASES	School of Engineering and Science	\$95,082.96	70
ASES	Sequoia Elementary	\$113,193.99	83
ASES	St. Hope Public School 7	\$150,925.32	111
ASES	Tahoe	\$113,193.99	83
ASES	Theodore Judah	\$113,193.99	83
ASES	Washington	\$113,193.99	83
ASES	Will C Wood	\$150,925.32	111
ASES	William Land	\$130,399.48	96
ASES	Woodbine	\$113,193.99	83
21 st CCLC – After School	Cesar Chavez	\$34,425.00	30
21 st CCLC – Before School	Cesar Chavez	\$34,200.00	40
21 st CCLC	Ethel Phillips	\$34,425.00	30
21 st CCLC	Martin Luther King, Jr.	\$96,390.00	83
CARES/ELO	Pacific – Before School	\$34,200.00	40
CARES/ELO	Peter Burnett-Before School	\$25,650.00	30
CARES/ELO	C.K. McClatchy	\$110,000.00	200
CARES/ELO	Washington – After School Add'l Slots	\$104,615.28	77
CARES/ELO	Washington-Before School	\$94,050.00	110
CARES/ELO	Wm. Land – After School Add'l Slots	\$88,311.60	65
21 st Century ASSETs	American Legion	\$65,000.00	50
21 st Century ASSETs	Hiram Johnson	\$110,000.00	250
21 st Century ASSETs	John F. Kennedy	\$110,000.00	250
21 st Century ASSETs	Rosemont	\$110,000.00	250
Total		\$5,132,334.07	

The final installment shall not be invoiced by SCCSC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SCCSC shall provide documentation of **\$769,850.11** as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by SCUSD. SCCSC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify SCCSC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SCCSC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

SCCSC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement

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

G. Period of Agreement. The term of this Agreement shall be from August 23, 2021 through June 30, 2022. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (30) 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 Agreement by SCCSC; (b) any act by SCCSC exposing the District to liability to others for personal injury or property damage; or (c) SCCSC is adjudged as bankrupt; SCCSC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the SCCSC's insolvency.

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

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Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of title 1 of the government Code, for injuries caused by a dangerous condition of public property.

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

I. Use of Facilities. Neither SCCSC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. SCCSC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, SCCSC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to SCCSC prior to the execution of this Agreement. SCCSC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. SCCSC shall ensure that the District's property is not altered, modified, or changed in

any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. SCCSC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

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

K. 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.

L. 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.

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

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

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

P. 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.

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

R. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount 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 WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

DISTRICT:

By: _____ Date _____
Rose Ramos
Chief Business Officer

SACRAMENTO CHINESE COMMUNITY SERVICE CENTER:

By: _____ Date _____
Henry Kloczkowski
President/Executive Director

Agency's Public Phone Number: 916-442-4228

Email Address: henry@sccsc.org

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Scope of Services
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of SCCSC 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, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Sacramento Chinese Community Service Center shall:

1. Provide Expanded Learning services according to ASES and 21st Century grant guidelines.
2. 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 including school site administrators.
3. Follow the Expanded Learning Procedural Manual. Program Managers will be required to read the program manual and provide their signatures verifying that they understand the content of the manual.
4. All Expanded Learning staff is required to read District’s *Return to Health* plan (including appendixes) posted on District’s website and follow the instructions written in the plan. <https://returntogether.scusd.edu/return-health>
5. Provide an “End of Year” Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD’s Wellness Policy.
8. Per District policies and protocol, agency staff will administer required medications prescribed by a student’s health care provider/doctor.

9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities and field trips (once permitted) for the sites individually and collectively.
11. Attend and provide monthly reports at designed meetings, monthly SCCSC meetings, monthly SCCSC Program Managers meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside SCCSC contracted by the District to provide after school services at school sites as permitted under the District's policies and applicable local, state, and federal law.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, *etc.* with the prior approval of the District.
16. Provide at least one full time Program Manager/per site that is employed until the termination of this Agreement and sufficient staffing to maintain a 20:1 student/staff ratio based on the grant requirement (funding per site and number of students to be served). SCCSC will be required to report to and provide updates to the District regarding the number of staff and hours of employment at each of their contracted site.
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported bi-annually to the District.
19. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by the Parties.

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 SCCSC regarding District expectations.

1. SCCSC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating social emotional learning and restorative practices
2. SCCSC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. District Disciplinary Protocol
 - f. SCUSD Wellness Policy
 - g. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. SCCSC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
 - b. Clear, positively stated program rules and expectations.
 - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
 - d. Follow all field trip policies and procedures
4. Area representatives, SCCSC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 30 minutes 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, SCCSC/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted at
<https://www.scusd.edu/post/2019-2020-school-accountability-report-cards>
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations as required under applicable state and federal law.

COVID-19 Addendum

In further consideration for this Agreement, SCCSC enters this COVID-19 Addendum as SCCSC will be providing services at the school sites:

1. SCCSC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding protection from the COVID-19. Such guidelines may be found at:
 - a. <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - b. <https://covid19.ca.gov/>
 - c. <https://www.saccounty.net/COVID-19/Pages/default.aspx>
 - d. <https://www.cityofsacramento.org/Emergency-Management/COVID19>
 - e. https://www.scusd.edu/sites/main/files/file-attachments/mitigation_guidelines.pdf
 - f. <https://returntogether.scusd.edu/return-health>
2. SCCSC agrees to strictly follow all currently applicable federal, state, county, city and/or district rules regarding reopening guidelines for child care providers. Such guidelines may be found at:
 - a. <https://www.saccounty.net/COVID-19/Documents/SCPH%20COVID-19%20Reopening%20guidelines%20for%20Child%20Care%20final.pdf>
3. School Administration and plant manager need to be aware of the staff and all the activities.
4. SCCSC will provide training to their staff on COVID-19 mitigation measures and how to remain safe at all times.
5. Agency staff will only be at the sites during the hours agreed upon with the site administration.
6. Agency staff are required to follow all District protocols while on-site at this time, including, but not limited to maintaining proper physical distancing, wearing a mask while inside district's facilities, partaking in the health screening, washing their hands properly etc.
7. The District reserves the right to stop the use of its facilities if it observes violation of the COVID-19 rules.

Signature: _____

Henry Kloczkowski
CEO/Executive Director

Address: _____

Work Phone: _____

Other Phone: _____

Email Address: henry@sccsc.org

AGREEMENT FOR Transfer of Funds

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
Sol Aureus College Preparatory K-8

The Sacramento City Unified School District (“District” or “SCUSD”) and Sol Aureus College Preparatory K-8 (“Sol Aureus”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for transfer of funds (“Agreement”) effective on August 3, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

Sacramento City Unified School District is the fiscal agent for Sol Aureus’s After School Education and Safety (ASES) Grant (Grant ID: 34-23939-6743-EZ). The intent of the ASES grant is to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students.

The total grant amount is \$127,842.62. According to the ASES grant, Sol Aureus Expanded Learning Program (“program”) needs to serve 80 students for 180 days for a minimum of 15 hours and needs to remain open until 6:00 p.m. and provide academic enrichment activities during expanded learning/after school hours.

Due to the COVID-19 Pandemic, Senate Bill 98, Statutes of 2020, allowed the California Department of Education (“CDE”) to waive certain California *Education Code* sections for the Fiscal Year 2020–21. As a result, the CDE had suspended review of items included in the Federal Program Monitoring Expanded Learning (“EXLP”) Instrument for Fiscal Year 2020–21.

Effective July 1, 2021, all statutory Pre-COVID-19 grant requirements were reinstated, this will include in-person programming and attendance requirements.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

During the 2021-2022 school year, Sol Aureus has hired its own staff to provide academic and enrichment activities during expanded learning/after school hours.

Both Parties have agreed that District will transfer 90% of the grant amount (\$115,058.35) to Sol Aureus in four properly submitted invoices.

The District will continue acting as the fiscal agent, submit all the required reports to California Department of Education, and continue working with Sol Aureus to provide assistance with program monitoring, quality assurance and evaluation.

In order to off-set a portion of the administrative cost, SCUSD Youth Development Support Services shall keep 10% of the grant amount (\$12,784.27).

AGREEMENT

Assurances to Meet Requirements of After School Education and Safety (ASES) Program

Program Operations – Both Parties Agree	
	The program will maintain a student-to-staff member ratio of no more than 20:1.
	The program will begin operation immediately upon the end of the regular school day. (Note: A regular school day is any day that students attend and instruction takes place.)
	The program will operate for a minimum of 15 hours per week.
	The program will operate until at least 6:00 p.m., on every regular school day.
	The program will establish a reasonable early release policy for students attending the after school component.
	Elementary students should participate in the expanded learning program each day the program operates.
	A flexible attendance schedule for middle/junior high school students may be implemented in order to develop an age-appropriate program. Priority for enrollment will be given to students who attend daily.
	Every student attending a school operating a program is eligible to participate in the program, subject to program capacity.
	The program is not required to charge family fees or conduct individual eligibility determination based on need or income.
	The program will provide all notices, reports, statements, and records to parents or guardians in English and the student’s primary language when 15 percent of the students enrolled at the school site speak a single primary language other than English as determined by language census data from the preceding year.
	The program is planned through a collaborative process that includes parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
	The program will establish a policy regarding reasonable early daily release of pupils from the program.
	First priority for enrollment of pupils shall be given to students experiencing homelessness and pupils identified by the program as being in foster care.
	The program will provide staff development and training.
	Both parties assume fiscal accountability.
	The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum

	qualifications for an instructional aide, pursuant to the policies of Sol Aureus College Preparatory.
	All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and Sol Aureus College Preparatory’s policy for school personnel and volunteers at the school.
	All funds will expended will supplement, but not supplant, existing funding for after school program.
	The program may include three days of staff development during regular program hours using funds from the total grant award.
	If 15 percent or more of the pupils enrolled in Sol Aureus College Preparatory speak a single primary language other than English, as determined from the census data submitted to CDE in the preceding year, all notices, reports, statements or records sent to the parent/guardian of any such pupil by the school be written in the primary language.
	Sol Aureus will follow all applicable local, state, and federal law and regulations, including measures related to COVID-19.

Program Elements	
	The program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
	The program will have an educational enrichment element that may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Such activities might involve the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
	The program will provide a safe physical and emotional environment and opportunities for relationship-building and will promote active student engagement.
	The program will collaborate and integrate with the regular school day program and other expanded learning opportunities.
	The program will provide a snack that conforms to the nutrition standards in the California <i>Education Code</i> , Part 27, Chapter 9, Article 2.5, commencing with Section 49430.
	The program will provide opportunities for physical activity.
Program Plan – Both Parties Agree	
	Parties in this agreement as well as school staff, are committed to supporting the program and sharing responsibility for the planning and quality of the program at Sol Aureus College Preparatory K-8. Both Parties agree to review their after school program plan every three years. The review is to include, but not limited to program goals, program content, outcome measures that the program will use for the next three years, and any other information requested by the CDE.

Program Evaluation/Assessment – Both Parties Agree	
	The program will provide information to the department for the purpose of program evaluation and certify that program evaluations will be based upon any requirements recommended by the Advisory Committee or Before and After School Programs.
	The program will provide school day attendance rates on participating pupils to the CDE on an annual basis.

	The program will submit program attendance on a semiannual basis as required by the CDE.
	The program acknowledges that the CDE shall monitor the program review as part of its onsite monitoring process.
	The program will meet all of the evaluation requirements and any such data required by the CDE.
	The program will engage in the collection and use of pupils' social, behavioral or skill development data collection to support quality program improvement processes.
	The program will submit evidence of a data-driven program quality improvement process that is based on CDE's guidance on program quality standards.

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

DISTRICT:

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

AGENCY NAME:

By: _____ Date _____
 Authorized Signature

Print Name: _____

Title: _____

AGREEMENT FOR Transfer of Funds

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
St. HOPE Sacramento Charter High

The Sacramento City Unified School District (“District” or “SCUSD”) and St. HOPE Sacramento Charter High (“Sac High”) collectively hereinafter referred to as “the Parties” and individually hereinafter referred to as “the Party” hereby enter into this Agreement for transfer of funds (“Agreement”) effective on July 1, 2021 (“Effective Date”) with respect to the following recitals:

RECITALS

Sacramento City Unified School District is the fiscal agent for Sac High’s 21st Century After School Safety and Enrichment for Teens (ASSETs) Grant (Grant ID:34-14535-6743-1A). The intent of the ASSETs program is to provide high school students opportunities to expand learning, promote academic achievement and provide constructive alternatives in the hours after the instructional day. The three required elements are (1) academic assistance (2) enrichment and (3) family engagement/literacy activities. The academic and enrichment elements must provide additional support for pupils and be in alignment, but not a repeat of, the regular day academic program. The family engagement/literacy activities are for the adult family members of the pupils participating in the ASSETs program.

The total grant amount is \$250,000. According to the ASSETs grant, Sac High Expanded Learning Program (“program”) needs to serve 140 students for 176 days for a minimum of 15 hours per week and provide academic enrichment activities during expanded learning/after school hours.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

During the 2021-2022 school year, Sac High will hire its own staff to provide academic and enrichment activities during expanded learning/after school hours.

Both Parties have agreed that District will transfer 85% of the grant amount (\$212,500) to Sac High in four properly submitted invoices at the end of each quarter.

The District will continue acting as the fiscal agent, submit all the required reports to California Department of Education, and continue working with Sac High to provide assistance with program monitoring, quality assurance and evaluation.

In order to off-set a portion of the administrative cost and some supplemental direct services, SCUSD Youth Development Support Services shall keep 15% of the grant amount (\$37,500).

AGREEMENT

**Assurances to Meet Requirements of After School Safety and Enrichment for Teens
(ASSETs) Program**

Program Operations – Both Parties Agree	
	The Sac High Program will serve pupils in grades 9-12, inclusive.
	The program will operate on site (Sac High).
	The program will maintain a student-to-staff member ratio of no more than 20:1. Program Coordinator should not be included in the ratio. Volunteers cannot be included in the ratio.
	The program will operate for a minimum of 15 hours per week.
	The program will provide academic assistance, enrichment, family literacy services, physical activity, and daily nutritious snack.
	The program will include an academic assistance element designed to provide tutoring, and/or homework assistance in one or more of the content subject areas such as language arts, mathematics and science.
	The program will have an educational enrichment that may include, but is not limited to: fine arts, recreation, physical fitness, and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health promotion, general recreation, career awareness and work preparation activities, community service learning, and other youth development activities based on students' needs and interests.
	The program has the option of operating either after school only or after school and during any combination of before school, weekends, summer intersession, and vacation.
	Every student attending a school operating a program is eligible to participate in the program, subject to program capacity.
	The program is not required to charge family fees or conduct individual eligibility determination based on need or income.
	The program will provide all notices, reports, statements, and records to parents or guardians in English and the student's primary language when 15 percent of the students enrolled at the school site speak a single primary language other than English as determined by language census data from the preceding year.
	The program is planned through a collaborative process that can include a variety of stakeholders such as parents, youth, and representatives of participating public school sites, governmental agencies (e.g., city and county parks and recreation departments), local law enforcement, community organizations, and the private sector.
	First priority for enrollment of pupils shall be given to students experiencing homelessness and pupils identified by the program as being in foster care.
	Both parties assume the responsibility of providing staff development and training.
	Both parties assume fiscal accountability.
	The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento Charter High.

	All program staff and volunteers will be subject to the health screening and fingerprint clearance requirements in current law and Sacramento Charter High's policy for school personnel and volunteers at the school.
	All funds expended will supplement, but not supplant, existing funding for after school program.
	If 15 percent or more of the pupils enrolled in Sacramento Charter High speak a single primary language other than English, as determined from the census data submitted to CDE in the preceding year, all notices, reports, statements or records sent to the parent/guardian of any such pupil by the school be written in the primary language.
	The program funds will be used only for allowable costs during the grant award period.

Program Elements	
	The program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following subject areas: language arts, mathematics, history and social science, science, and computer training.
	The program will have an educational enrichment element that may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Such activities might involve the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
	The program will provide a safe physical and emotional environment and opportunities for relationship-building and will promote active student engagement.
	The program will collaborate and integrate with the regular school day program and other expanded learning opportunities.
	The program will provide a snack that conforms to the nutrition standards in the California <i>Education Code</i> , Part 27, Chapter 9, Article 2.5, commencing with Section 49430.
	The program will provide opportunities for physical activity.

Both parties agree that SCUSD will be responsible for submitting periodic reporting and accountability requirements throughout the term of the grant (1) attendance and fiscal reporting; (2) program evaluation; (3) the federal annual performance report (APR); (4) the CDE Categorical Program Monitoring (CPM) process; (5) annual audits; and (6) use of the After School Support and Information System (ASSIST) reporting.

Both parties agree to submit semi-annual attendance reports, quarterly expenditure reports, annual fiscal reporting, evaluation reports, and student outcome measures to demonstrate program effectiveness.

Both parties agree that Sac High will take student attendance in their student information system, Illuminate, and will provide attendance to SCUSD semiannually – in January 2022 and July 2022. Sac High will also provide an annual expenditure report to SCUSD.

Both parties agree that Sac High will keep all the required paperwork on file for five years for auditing purposes.

Both parties agree that no more than 5% of \$212,500 will be spent on in-direct/administrative services.

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

DISTRICT:

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

Date

AGENCY NAME: ST. HOPE SACRAMENTO CHARTER HIGH

By: Kari Wehmy
Authorized Signature

7/16/21
Date

Print Name: Kari Wehmy

Title: Chief of Schools

CONSULTING AGREEMENT

This Consulting Agreement made this February 13, 2021, by and between Sacramento City Unified school District (hereinafter referred to as “Consultant”), and St Hope Public Schools (hereinafter referred to as “Principal”).

WHEREAS, Principal wishes to retain the services of the Consultant with respect to CEQA Services, for the PS7 Elementary School Project in Sacramento, California with the following terms and conditions; and

WHEREAS, the Consultant wishes to provide such consulting services with the following terms and conditions;

AGREEMENT

NOW THEREFORE, for and in consideration of the payment hereinafter specified to be made by the Principal, and in consideration of the agreements and mutual covenants of the parties hereto hereby agree as follows:

SECTION I. SCOPE OF SERVICES

1.1 Basic Services. The Consultant shall perform the CEQA Consulting Services per State of California laws and regulations. The Consultant shall be compensated for the performance of Basic Services as described in Section 4 below.

1.2 Additional Consultants. Principal and Consultant acknowledge and agree that other sub-consultants will be required in connection with the Project. The Principal shall cooperate with Consultants coordination with such Additional Consultants in order to achieve Principal’s objectives for this Project. It is expressly agreed and understood, that Additional Consultants shall be engaged directly by Consultant and Consultant shall be compensated by Principal.

SECTION 2. CONSULTANT’S DUTIES AND STATUS

2.1 Standard of Performance, Consultant shall perform all services required pursuant to this agreement in a manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultants profession.

2.2 Except as set forth below, Consultant shall assume all duties under this Agreement as an independent contractor. Principal shall have no control or supervision over the particular manner or method by which Consultant accomplishes the performance of the Services, such matters being in the exclusive charge and control of Consultant. Consultant must comply with applicable laws, all legal requirements and Sacramento Unified School District policy and Guidance.

SECTION 3. TERM

3.1 This Agreement shall commence upon the date hereof and shall remain in full force and effect until the Project has been Approved by the Sacramento City Unified School District Board of Education or is terminated by either party upon 30 calendar days prior written notice.

SECTION 4. COMPENSATION

- 4.1 The fees for Consulting Services will be charged on an hourly basis, with the reimbursement to the Consultant estimated at \$6,500, at the following hourly rates:
- a) Program Records Technician: \$42.42 hourly rate
 - b) Facilities Project Technician: \$69.72 hourly rate
 - c) GIS/Facilities Manager: \$80.56 hourly rate
 - d) Facilities Project Manager: \$81.79 hourly rate
 - e) Director I, Facilities: \$91.56
- 4.2 Sub Consultants shall be billed and payable monthly with no mark up and billing shall include detailed costs fully explained.
- 4.3 Reimbursable expenses shall be pre-approved and billed at actual cost.
- 4.4 Consultant will invoice for 50% of the estimated CEQA service provider amount at initiation of the contract. Additional invoices will be billed on a monthly basis until the work is complete.
- 4.5 The CEQA Services provider shall be Planning Dynamics Group with estimated fees of \$62,976.75. These fees do not include Consultant costs. Additional fees from Planning Dynamics Group will be passed through to the Principal.
- 4.6 Planning Dynamics Proposal is dated January 29, 2021 and is attached as “Exhibit A” of this agreement and is included as part of this agreement.

SECTION 5. PROJECT DELAYS & TERMINATION

- 5.1 Project Delay & Termination. If Principal elects to delay the Project and/or terminate Consultant’s Services, Consultant shall receive fees earned to date.
- 5.2 Project Delays. Principal shall notify Consultant if the Project shall be delayed. The Project Delay shall take effect 5 days after notification in writing to Consultant.

SECTION 6. INDEMNIFICATION

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

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

SECTION 7. CONFIDENTIALITY

7.1 Consultant shall not disclose any confidential information that Principal makes available to Consultant to any third party. Consultant agrees to limit access to such information to those employees reasonably requiring such access for purposes of this Agreement and shall request that its employees maintain the strictest confidence concerning such confidential information.

SECTION 8. WAIVER

8.1 Neither party shall have the right to make a claim against the other party for damage or destruction of either party's property in connection with the performance of the Services, and both parties waive any such claims. In addition, both parties waive any claims for consequential, punitive, exemplary or similar damages.

SECTION 9. FORCE MAJEURE

9.1 Except as other wise provided for herein, any obligation of either party hereto shall be suspended to the extent and for so long as the performance of such obligation is prevented or hindered in whole or in part by reason of strikes, acts of God, federal, state, county, or municipal laws, rules, orders, or regulations, or for any other cause, except financial inability, which are beyond the reasonable control of the party claiming such suspension. Where such a suspension occurs, the party so affected shall inform in writing and both parties shall use their best efforts to resume the performance of their obligations thereunder as soon as is practicable.

SECTION 10. COMPLETE AGREEMENT

10.1 This Agreement and all Schedules attached from time to time contain the entire agreement between the Consultant and Principal and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

SECTION 11. NOTICES

11.1 The addresses for service of any notices and reports thereunder of the Principal and Consultant shall be respectively as follows:

Consultant

Sacramento City Unified School District
Rose F. Ramos, CBO
5735 47th Ave
Sacramento, CA 95824

Principal

St. Hope Public Schools
Ted Reiterman, CFO
5201 Strawberry Ln.
Sacramento, CA 95820

11.2 Any notice required or permitted to be given there under shall be hand delivered, sent by nationally recognized delivery service, or sent by registered mail, return receipt requested, to the Consultant or Principal at its respective address shown above. Any such notice shall be deemed to have been received by the party to whom it is addressed on the date and at the time it is so delivered.

SECTION 12. APPLICABLE LAW

12.1 This Agreement shall be construed under and interpreted in accordance with the internal laws of the State of California.

SECTION 13. SURVIVAL

13.1 The provisions of Sections 4, 6, 7 and 8 of this Agreement shall survive the expiration or termination of this Agreement.

SECTION 14. AUTHORIZED REPRESENTATIVES and PROJECT APPROVALS

14.1 The Authorized Representative of the Consultant shall be Amna Javed, GIS/Facilities Manager.

14.2 The Authorized representative of the Principal Shall be Ben Rodriguez, CM or Ted Reiterman, CFO.

SECTION 15. RECORDS

15.1 All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Principal. Consultant hereby agrees to deliver those documents to the Principal upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Principal and are not necessarily suitable for any future or other use. Principal and Consultant agree that, until final approval by Principal, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

15.2 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Principal under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sacramento City Unified School District

St. Hope Public Schools.

By:

By:

Its:

Its:

Date:

Date:

EXHIBIT A

Planning Dynamics Group – Proposal / Estimate

(see attached proposal)

PLANNING DYNAMICS GROUP

Planning Environmental Community Development

PO Box 160607 Sacramento, Ca. 95816 (916) 454-9125 BMMG@aol.com

Rose F. Ramos, CBO
Sacramento City Unified School District
Serna Center
5735 47th Avenue
Sacramento CA 95824

January 29,2021

SUBJECT: St. Hope PS 7 Modernization and Expansion Project – Scope and Proposed Budget for CEQA Review

Dear Ms. Ramos:

Thank you for contacting me regarding your need for a California Environmental Quality Act (CEQA) review of the proposed expansion and modernization of St. Hope's PS 7 School. I understand that the proposed project will involve the removal of approximately 15 older classrooms, and the modernization of 15 existing classrooms. The project also includes 16 new classroom units. When completed the site will include up to 31 classrooms. The site has served as an elementary school for several decades, and as such is in need of upgrades to support a safe and sound learning environment, and to provide facilities for specialized or enhanced education.

Based on our discussions with Ben Rodriguez, I recommend that St. Hope consider preparation of an Initial Study to determine if the proposed project qualifies for an exemption or a Negative Declaration (ND). The estimated cost for such a report may vary depending on the types of issues the final design proposes. For example, a traffic study may be required to assess the impact of additional students on local roadways such as Strawberry Lane, 25th and 27th Avenues and Martin Luther King Boulevard. Additionally, although a remote possibility, the project may require the review and documentation of the buildings to be removed by a qualified architectural historian. Costs for these sub-consulting services are included in the budget sheet as optional services.

I understand that the Sacramento City Unified School District (SCUSD) will serve as the lead agency for the CEQA review, and that as such the District Facilities staff would be part of the team for the review and approval of the CEQA document.

SCOPE AND TASKS.

Planning Dynamics Group (PDG) proposes to prepare an environmental document conforming to the requirements of the California Environmental Quality Act (CEQA) for the project. We anticipate that the proposed document will be either an exemption or

Negative Declaration or Mitigated Negative Declaration depending on the findings of the CEQA Initial Study.

PHASE I TASKS

Task 1: Develop Project Description for CEQA Review. In coordination with your office and the project team, a draft project description describing the details and components of the project will be developed which will serve as the basis for environmental analysis.

Task 2: Initiate Consultations. For this project, it is recommended that St. Hope and the team consult with the City of Sacramento Public Works regarding any potential impact to City utilities (such as the Combined Sewer System, storm drainage, water service and transportation). Additionally, in accordance with CEQA, consultations with Native American Tribes will be conducted to comply with Assembly Bill 52.

Task 3: Prepare an Initial Study. The CEQA Checklist (CEQA Guidelines Appendix G) will be prepared analyzing the potential of the project to result in impacts in each issue area of the checklist. Documentation of findings for each issue area shall include the environmental setting, the regulatory setting (if appropriate); standards of significance and an impact analysis and conclusion.

Task 4: Transportation Consultant Consultation (Recommended Optional Task) and Historic Assessment Sub-Consultant (Optional Task). As a result of the Initial Study and consultation, the project may require a traffic study to identify any potential impacts to public roadways and to help inform the design process regarding frontage improvements and student pick-up and drop-off procedures. This task can be included in the engineering contract or the traffic impact section can be included in the CEQA contract. PDG can assist St. Hope and the project team is selecting and securing a qualified transportation consultant if needed. Similarly, if the Initial Study determines that the structures to be removed are potentially significant historic resources under CEQA, the budget includes an estimated cost for a qualified architectural historian to assess and document such properties.

Task 5: Determine Type of Environmental Document. Based on the results of the Initial Study, PDG will determine whether or not the project qualifies for an exemption, a Negative Declaration (ND) Mitigated Negative Declaration (MND). To qualify for either an ND/MND any impacts of the project must be capable of being mitigated to a less-than-significant level. If this is the case, the Initial Study (See Phase 2) will be converted to a draft ND/MND. If the project qualifies for an exemption, a Notice of Exemption may be filed by the District as lead agency.

PHASE II: Negative Declaration

In the event, the Initial Study determines that the project does not qualify for an exemption, then a Negative Declaration or Mitigated Negative Declaration will be prepared.

Task 6: Prepare Administrative Draft MND for Team Review. It is planned that the administrative draft ND/MND would be completed.

Task 7: Public Draft MND. Following team review, the document will be revised to incorporate comments. A public draft document will be prepared along with the required CEQA notices. This includes publication of the availability of the document in a newspaper of general circulation such as the Sacramento Bee.

Task 8: Public Comment Period (30 days). In accordance with CEQA, the MND will be advertised and made available for a 30-day comment period. Assuming this project is to be reviewed by DSA, and state funded, it is assumed that the project will be sent through the State Clearinghouse for circulation.

Task 9: Response to Comments. This task includes preparing written responses to any public comment received and preparing the Final MND.

Task 10: Final ND and Mitigation Monitoring Plan. PDG shall prepare an MMP for each mitigation measure detailing how the mitigation measure will be implemented and monitored. Once these documents are approved and reviewed by your office and the District, the document can be presented to the Board of Education for adoption.

Budget and Schedule for Preparation of a MND. It is estimated that all phases of the ND can be completed within 2 to 3.5 months of project inception or notice to proceed.

The attached table outlines PDG labor estimated budget for preparation of the Negative Declaration. Also, included are optional budget related to printing, posting and advertising which can be included in the contract or covered by the District. These include required CEQA estimated costs for printing of a minimum of 15 hard copies of the document for delivery to the State Clearinghouse, filing fees with the County Clerk including the required California Fish and Game CEQA Fee and advertising in a paper of general circulation. These costs can be covered by client or included in the contract.

Finally, the attached budget table includes estimated cost for a traffic consultant if such services are not included in the engineering and design contract. For purpose of CEQA the traffic consultant would be responsible for obtaining traffic counts at key intersection surrounding the area during the a.m. peak hour (drop off) and the afternoon school pick-up times. The consultant would determine if the increase in student population enabled by the additional classrooms would result in unacceptable delays at intersections or change in the level of service of roadways.

Please let me know if this is acceptable to you or call me if you have proposed changes or concerns. I can be reached at (916) 454-9125 or (916) 949-3601 (cell). I look forward to the opportunity to work with your team on this project.

Sincerely,

A handwritten signature in blue ink that reads "Trish Davey". The signature is written in a cursive, flowing style.

Trish Davey, Planning Dynamics Group



Softchoice
 20 Mowat Avenue
 Toronto, ON M6K 3E8

Sales/Order desk
 Phone: (800) 268-7638
 Fax: (800) 268-7639

Quote	Q-571598
Date	13-Jul-2021

Budgetary Quote

Ship To :
 Bob Lyons
 Sacramento City Unified School District
 5735 47TH AVE
 SACRAMENTO, CA 95824-4528

Bill To:
 Bob Lyons
 Sacramento City Unified School District
 5735 47TH AVE
 SACRAMENTO CA
 95824-4528

Quote Prepared For	Bob Lyons Sacramento City Unified School District Phone: +1.916.643.7400 Email: bob-lyons@scusd.edu
Quote Sent By	Braeden Carr braeden.carr@softchoice.com Phone: (312) 260-9890 Fax:
Anniversary Date	
Authorization Number	
Agreement End Date	
Comments	

CAMSA - EES - Budgetary - 14 months

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279437	AAD-38391	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr	3063	Upfront	01-Sep-2021	31-Oct-2022	United States	Subscription	\$56.12	\$171,895.56
2000279443	AAD-38397	M365 EDU A3 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	65000	Upfront	01-Sep-2021	31-Oct-2022	United States	Subscription	\$0.00	\$0.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	5500	Upfront	01-Sep-2021	31-Oct-2022	United States	Subscription	\$0.00	\$0.00

Budgetary Quote

2000279292	7JQ-00341	Microsoft SQL Server Enterprise Core Edition - license & software assurance - 2 cores	19	Upfront	01-Sep-2021	31-Oct-2022	United States	Term License & Maintenance	\$1,277.78	\$24,277.82
2000400489		US - California Education - Microsoft EES (CAMSA) - Please note all products priced in accordance to the CAMSA Microsoft contract.								
GROUP TOTAL									\$196,173.38	

	SUBTOTAL	\$196,173.38
	DELIVERY: Ground - 3 to 5 days	\$0.00
	State Tax	\$0.00
	Local Tax	\$0.00
All currency in this quote is in (USD).	TOTAL	\$196,173.38

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time. As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :
 Name :
 Title :
 Date :
 PO# : {{PO_es :signer1}}

RESELLER AGREEMENT
Between Kings County Office of Education and Softchoice Corporation

This Reseller Agreement (“Agreement”) is made and entered into as of July 31, 2019, between the Kings County Office of Education, (“COE”) a public agency organized under the laws of California, and Softchoice Corporation, a corporation, organized under the laws of the State of New York, (“Contractor”) for the purpose of implementing a software purchase and license program for the public agencies. Contractor and COE may singularly be identified as “Party” and collectively referred to as “Parties”.

RECITALS

WHEREAS, COE wishes to obtain software licenses from Microsoft for the use and benefit of its faculty, staff (and students); and

WHEREAS, COE wishes to enter into a Volume Licensing Agreement with Microsoft for Volume Licensing Agreement software licenses; and

WHEREAS, Pursuant to the Volume Licensing Agreement with Microsoft, COE is required by Microsoft to retain an authorized reseller (“Reseller”) for the procurement of the software licenses and licensing support; and

WHEREAS, COE further desires the assistance of a Reseller in the implementation and administration of license procurement and licensing support; and

WHEREAS, COE published a Request for Proposal for a Reseller and selected Contractor as the successful candidate; and

WHEREAS, Pursuant to Public Contract Code section 20118 and the terms of this Agreement, other public agencies in the State of California may "piggyback" this agreement under the same terms and conditions found herein; and

NOW THEREFORE, FOR GOOD AND SUFFICIENT CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose of the Agreement:** Contractor shall procure licenses for Microsoft products and provide assistance to COE in support of these purchases.
2. **Definitions:** The following terms, as used herein, shall have the following meanings:
 - a. “Effective Date of the Agreement” shall mean the date when the Agreement has been fully executed by the Parties.
 - b. “Manufacturer” will mean Microsoft Corporation.
 - c. “Piggybacking of Contract” shall mean the ability of a school COE or eligible public agency to participate in the contract pursuant to the provisions of Public Contract Code section 20118.

3. **Documents Incorporated Into this Agreement:** The following documents shall be deemed incorporated and shall be referenced as being part of this Agreement:
 - a. COE's Request for Proposals
 - b. Pricing Schedule
4. **Term of Agreement:** The term of this Agreement shall be for three (3) years, commencing from the Effective Date of the Agreement. The parties may extend this Agreement by an additional two (2) terms of one (1) year each term.
5. **Pricing Information:** Contractor agrees that pricing provided in the Pricing Schedule shall not change for the term of this Agreement. Changes in Manufacturer's product selection are to take effect immediately upon the effective date of the Manufacturer's changes. Other changes to price lists and postings will take effect on the dates set by COE and the Contractor.
6. **Account Manager/Staffing:** Contractor will provide a regularly assigned Account Manager and adequate staffing to service and manage all aspects of the account in a timely and efficient manner.
7. **Account Staff Quality:** Members of the Contractor support team shall be thoroughly trained and experienced in the requirements and processes related to Microsoft agreements, academic licensing programs, related software assurance benefits, and Microsoft products and solutions. At COE's request, Contractor shall provide additional training as needed to ensure adequate support is provided to COE.
8. **Full Scope Software Support:** Contractor shall provide and support the electronic software distribution program for students, faculty, and staff, in support of student option benefits, Office Pro Plus benefit and other qualifying academic licensing benefits.
9. **Microsoft Authorized Reseller:** It shall be a condition of this Agreement that the Contractor is and shall remain a Microsoft-authorized Reseller ("Reseller"). The failure of the Contractor to remain a Microsoft-authorized Reseller shall be a material breach of the Agreement and the COE may terminate the Agreement.
10. **Initial Microsoft Implementation:** Contractor shall execute the numerous enrollment options available from Microsoft. Contractor shall thoroughly review the provisions of the Microsoft agreement, submit an executed Enrollment Agreement and obtain an Enrollment Number, prior to placing an order under this Agreement.
11. **Initial Customer Enrollment:** Contractor shall work closely COE and ensure the required documentation is in place as needed. Contractor shall be responsible for servicing and administering enrollment under the agreement, ensuring prompt processing of enrollment forms, and insuring enrollment conforms to the requirements of the Microsoft agreement.

12. Piggybacking, E-Rate and K12 Voucher: Contractor shall be conversant in assisting COE to make contracts or payments under the alternative processes listed below:

- a. *Piggybacking:* Public agencies who elect to participate contractually in the Program through a contract process called "Piggybacking."
- b. *E-Rate:* COE may also attempt to receive further discounting through the E-Rate process. Contractor will assist COE in modifying the Program to reflect the Piggybacking and E-Rate processes. Contractor shall have, at the time this contract is signed, a current USAC Service Provide Identification Number ("SPIN") and agree to keep their SPIN current for each year of the term of this Agreement.

13. Incidental and Accessory Duties: Contractor shall perform all other necessary incidental and accessory duties as needed to fulfill its duties under this Agreement.

14. Indemnity and Warranty Disclaimer: Each party, as indemnitor, agrees to indemnify, defend, and hold harmless the other party and its affiliates and their respective officers, directors, trustees, agents, servants and employees with respect to all losses, damages, costs, charges, demands and expenses (including attorneys fees), arising out of or resulting from a third-party claim, suit or proceeding based on: (i) such Party's breach of any representation or warranty set forth in this Agreement; or (ii) Any such Party's breach of any obligation under this Agreement. An indemnifying party shall not be required to indemnify any Party who is determined by final judgment to be solely at fault. COE acknowledges that Contractor has no control over the technology of the Manufacturer, and therefore cannot indemnify COE for claims that the software infringes any patent, copyright, trademark, trade secret or other intellectual property right. Contractor will pass through to COE any indemnities provided to Contractor by the Manufacturer, provided that such transfer is permitted by the Manufacturer. COE acknowledges that Contractor is not the manufacturer of the products and the only warranties offered are those that may be offered by the Manufacturer. Contractor shall pass through to COE any warranties provided to Contractor by the applicable Manufacturer, provided that such transfer is permitted by such Manufacturer. In purchasing the products, COE is relying on the Manufacturer's specifications only. CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATED TO PRODUCTS SOLD UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

15. Modification of Agreement: This Agreement may be modified only by an agreement in writing between the Parties.

16. Non-Endorsement: Contractor shall not use COE's name or the Program in marketing products or services to parties not covered by this Agreement in a way which states or implies that COE endorses a particular product or service of the Contractor.

17. Breach of Agreement: Any material breach of the terms and conditions of this Agreement by the Contractor, which is not remedied within ten (10) days of receipt of written notice from COE, shall allow COE to terminate the agreement for cause.

18. Termination of Agreement: COE reserves the right to cancel the Agreement for its convenience, upon ninety (90) days notice to Contractor. In such event, the contractor's recourse shall be limited to its actual costs and in no instance shall damages include lost profits or consequential damages.

19. Proof of Insurance:

a. Contractor shall obtain Commercial and General Liability Insurance with a per occurrence minimum limit of \$1,000,000 and \$2,000,000, aggregate.

b. Within ten (10) days of the execution of this Agreement, and prior to commencing work under this Agreement, Contractor shall have obtained all insurance and endorsements for such insurance and delivered them to COE in duplicate for approval by COE. Endorsements and insurance policies shall not be canceled or reduced in required limits of liability or amounts of insurance, without Contractor providing COE at least thirty (30) days' written notice of any such cancellation or reduction. Endorsements shall state in particular, those insured, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

20. Limitation of Liability: Neither party will be liable to the other for special, punitive, indirect, incidental or consequential damages including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of assets, provided however that for the avoidance of doubt, damages arising in connection with obligations of indemnification hereunder shall be deemed to be direct damages for which recovery shall not be barred by this paragraph. COE AGREES THAT CONTRACTOR'S TOTAL AND AGGREGATE LIABILITY FOR ANY LOSS, DAMAGE, COST OR EXPENSE SUFFERED OR INCURRED BY COE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT IS HEREBY LIMITED TO THE DOLLAR AMOUNT PAID BY COE FOR THE PRODUCT GIVING RISE TO THE CLAIM.

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

22. Waiver: Unless otherwise agreed to in writing, neither party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. Notice and Service: All notices from one party to the other under this Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. All notices shall be delivered or sent to the parties at their respective addresses or numbers shown below as a party may designate by prior notice, in accordance with this provision to the other party. Notice shall be by both email and hard copy in the United States mail.

If to Contractor:

Softchoice Corporation
173 Dufferin St. Suite 200
Toronto ON M6K 3H7 Canada
Attn: Legal Department

If to COE:

Edward Bonham, Chief Technology Officer
1144 W. Lacey Blvd.
Hanford, CA 93230
edwardb@kingscoe.org

24. Assignment: This Agreement is not assignable by the Contractor without COE's prior written consent, which consent will not be unreasonably withheld. The Assignee shall first provide COE a written notice that it will agree to be bound by the terms and conditions of this Agreement. Any purported assignment of this in violation of this Section shall be null and void and shall constitute a material breach of this Agreement.

25. Arbitration of Disputes: If any dispute should arise under this agreement, it is agreed that COE and Contractor shall meet first to review and negotiate in good faith their differences. If the parties cannot resolve their dispute informally, the dispute shall be determined by binding arbitration, administered by Judicial Arbitration and Mediation Service ("JAMS") in Los Angeles, California, pursuant to its Comprehensive Arbitration Rules and Procedures or Streamlined Arbitration Rules (as determined pursuant to these rules according to the amount in controversy.) An action to enforce the arbitration ruling may be brought in any court in California having jurisdiction.

26. Governing Law and Venue: This Agreement shall be governed by the laws of the State of California and all disputes shall be and venue shall be exclusively in the federal and or state courts located in Kings County, California.

27. Integration Clause: This Agreement, (including all of the documents attached hereto or specified herein), represents the entire agreement of the Parties and supersedes all previous understandings and agreements between the parties, whether oral or written.

28. Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared or held illegal or void, in whole or in part for any reason

whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of the Agreement, and such provision shall be deemed amended or modified to the extent, but only to the extent, necessary to cure such illegality or invalidity.

29. **Execution in Counterpart:** This Agreement may be executed in counterpart.

30. **Governing Board Approval:** This Agreement is subject to approval by the Governing Board of the Kings County Office of Education, and does not become effective until and unless such approval is obtained.

Signed by each party's authorized representative:

KINGS COUNTY OFFICE OF EDUCATION



By: Todd Barlow

Title: SUPERINTENDENT

Date: July 7, 2019

SOFTCHOICE CORPORATION

Linda Millage

By: Linda Millage

Title: VP Finance

Date: July 31, 2019



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