



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

Meeting Date: June 24, 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
3. Non-Fiscal (Zero-Dollar) Agreements
4. Approval of Declared Surplus Materials and Equipment
5. Recommended Bid Awards – Supplies/Equipment
6. Recommended Bid Awards – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Rose Ramos, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<u>CHILD DEVELOPMENT</u>		
California Department of Education A21-00118	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2020/21	\$5,157,543 State Preschool Program (CSPP) \$499,631 General Child Care (CCTR) \$15,000 Pre-K & Family Literacy (CPKS) No Match
<p>7/1/21 – 6/30/22 Grant funding for the State Preschool Program (CSPP). The Child Development Department will serve 800 eligible three- and four-year-old children within part-day and full-day Children’s Centers. Children enrolled in State Preschool programs receive core class curriculum that is developmentally, culturally and linguistically appropriate services. District will be reimbursed \$49.85 per child per day with a maximum reimbursable amount of \$5,157,543.</p> <p>District will serve 28 part time General Child Care (CCTR) slots in the school age program. District will be reimbursed \$49.54 per child per day with a maximum reimbursable amount of \$499,631.</p> <p>Pre-Kindergarten and Family Literacy Program (CPKS) grant provides \$15,000 for supplemental support for interactive literacy activities for children and families. Funds will be used to support the implementation of the APPLE Bag program in all District preschool classrooms. The APPLE Bag program provides preschool families with books to read each week. Supplemental support includes district and community resources for adult literacy and information on the importance of reading with children</p>		

NUTRITION SERVICES

Share Our Strength No Kid Hungry Campaign A21-00119	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$85,000 No Match
<p>6/7/21 – 8/31/21: No Kid Hungry Campaign grant funds will be used to alleviate staffing shortages for meal distribution over the summer by providing stipends to per diem staff for summer work. The District has experienced a significant decline in the number of staff applying for these per diem positions and the stipends will go a long way to ensure and entice staff to apply, not only from Nutrition Services, but from other District departments like Transportation and Child Development. In addition, a portion of the funds will be used for program outreach promotional materials such as fliers, banners and advertisements for the District’s summer meal program.</p>		

EXPENDITURE AND OTHER AGREEMENTS

Restricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ENROLLMENT CENTER</u>		
In Class Today SA22-00003	7/1/21 – 8/31/23: InClass Today (ICT) continues to be a strategic thought partner as the District navigates COVID and post- COVID issues. ICT provides research and evidence based interventions and services designed to support all District students utilizing the MTSS framework. Services include implementing a family communication program designed to reduce student absenteeism in the classroom, motivating student engagement and attendance during remote learning periods and periods of transition, and motivating returning to school. The program includes both mailed communications and electronic communications to all students and families, accelerating learning for students with significant amounts of lost instructional time during the COVID-19 pandemic, as well as the research-based attendance intervention of timely strategic absence reports. ICT continues to provide the District with aggregated data throughout the school year in order to progress monitor the effectiveness of their work. In addition to post mortem data they have created a user friendly, accurate and actionable data dashboard allowing staff to conduct research and analyze data to determine which attendance metrics are associated with lower academic performance in distance or in person learning and thus meeting the needs of every student as is the goal of the MTSS framework.	Per Year: \$149,619
New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Total: \$299,238 CARES Funds

COLLEGE & CAREER READINESS

Improve Your Tomorrow SA22-00004	7/1/21 – 6/30/24: Improve Your Tomorrow (IYT) is an organization focused on breaking the school to prison pipeline by helping young men of color get to and through college. IYT started with seventeen students at Valley High School in South Sacramento, these seventeen laid the foundation for what is now the largest education nonprofit only serving young men of color in the country. IYT currently serves over 1000 young men of color through three academic programs including IYT College Academy, IYT Continue to Dream Academy and IYT U.	Per Year: \$150,000
New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IYT is unique because students can enter the program as early as 7th grade and remain in the program for up to 12 years, or until college graduation. At IYT, their college students are hired to be on staff as Program Directors, Academic Mentors and tutors, creating what they refer to as the college to community pipeline. The college to community pipeline is helping to bring young men from some of the city's most challenging neighborhoods back into the community to help the next group of students get to college through the IYT Mentor Fellowship.	Total: \$450,000 CTEIG Funds

IYT's impact is real and life changing. Ninety-nine percent of IYT College Academy students graduate high school and ninety-four percent attend college. They achieve this impact by creating a community of brothers that are allowed to be their authentic self and who support each other.

It is important to note that this partnership will directly support one of the recommendations of the African American Achievement Task Force, "Provide school-to-college and school-to-career experiences utilizing community stakeholders (career training, university shadowing, mentoring and internships, etc.)"

The strength of the IYT program is that it provides ongoing support for students of color at both the K-12 and postsecondary levels. The African American Task Force identified this as an important need in order to build and accelerate African American student academic achievement. It is important to note that IYT is one of the leaders of the regional 1300 Campaign.

For the reasons above, IYT has been selected to partner with the College and Career Readiness Department to improve pathway completion rates among Luther Burbank students through the IYT College Academy program. IYT will serve 150 students total, 75 at Luther Burbank, and 75 at feeder middle school Rosa Parks. The goal is to ensure middle school students have a better idea of what pathway they want to pursue once they are enrolled at Luther Burbank High School ultimately increasing the retention of students and increasing the number of students who reach completer status which is part of the CA Accountability Dashboard.

NUTRITION SERVICES

Food Literacy Center
SA22-00019

7/1/21 – 3/31/23: Subaward of California Department of Food and Agriculture (CDFA) grant. Food Literacy Center (FLC), in partnership with Nutrition Services, will facilitate the 2021 California Farm to School Incubator Grant Program awarded to Sacramento City Unified School District.

\$376,500
CDFA Grant

New Contract:

- Yes
 No

FLC will procure seasonal produce from local farms, incorporate weekly garden lessons and afterschool programming at nine Title I elementary schools: Bret Harte, Camellia Basic, Ethel Phillips, John Still, Leataata Floyd, Pacific, Oak Ridge, Susan B. Anthony and Woodbine.

The goals of the program are:

- To increase produce procurement from local farmers.
- Increase student knowledge of how local vegetables are grown by 80 percent.
- Increase the number of students exposed to fresh local vegetables by 80 percent.
- Sustain and grow the District's Farm to School program to create a full circle connection for

students in which they can grow their food, consume the same produce they will be offered in the cafeteria.

FLC will be responsible for keeping all procurement records, invoices, and other related information on hand for auditing purposes; submitting all allowable expenses in CDFA grant portal monthly and report expenses to Nutrition Services; responding to CDFA quarterly and annual reports regarding progress and practices. FLC will be paid for allowable expenses from District upon receipt of CDFA reimbursement check. At all times during the performance of this subaward, Nutrition Services will work closely with FLC to monitor compliance and assure a well-integrated effort.

YOUTH DEVELOPMENT

Sacramento Chinese Community Service Center (SCCSC) SA21-00120

8/27/20 – 6/30/21: Ratification is requested for the third amendment to the Expanded Learning contract with SCCSC for adding a Learning Hub at Nicholas; provision of in-person Expanded Learning at nine sites when schools re-opened: Alice Birney, Caleb Greenwood, David Lubin, Genevieve Didion, Leonardo da Vinci, Matsuyama, Phoebe Hearst, Sutterville and William Land; and for after school activities at Sacramento Charter High and C.K. McClatchy. Increase will be funded with CARES Act dollars. The addition of up to 15 sites was pre-approved at the February 4, 2021 Board meeting based on an estimated dollar amount. Now that the sites and the exact cost have been identified, ratification of the amendment is requested.

Increase:
\$362,161
CARES Funds

New Contract:

- Yes
- No

Original Amount:
21stCCLC: \$760,840
ASES: \$4,081,067
CARES: \$561,989
Summer Learning Initiative: \$49,600
Title I: \$75,000
\$5,528,496

New Total:
\$5,890,657

Unrestricted Funds

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
-------------------	--------------------	---------------

TECHNOLOGY SERVICES

Digital Deployment SA22-00024

7/1/21 – 6/30/22: Renewal of web hosting services contract for District website and 62 participating school websites including hosting, maintenance, security upgrades, feature upgrades and service-level agreement for website support. The District has contracted with Digital Deployment for these services since 2012/13 when they were selected through an RFP process. Digital Deployment provides timely responses to support requests, ongoing quality assurance, workshops for ongoing education, highly-available hosting and routine upgrades that provide new content management features to keep our websites performing well for site visitors. Technology Services considers Digital Deployment a valuable partner in keeping the District's websites current with new technologies and in compliance with federal accessibility standards.

\$96,000
General Fund

New Contract:

- Yes
- No

<p>Frontline Education R22-00374 New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>7/1/21 – 6/30/22: Renewal of District-wide license and maintenance fees for Escape Online 5. Escape Technology was acquired by Frontline Education in 2019. License includes Employee Online Portal and unlimited usage for employees. The District has contracted with Escape for over 25 years for enterprise resource planning (ERP) software for finance, HR and payroll. The Escape ERP system is designed for California K-12 education and currently has a large market share across California. Escape addresses the unique needs of the California K-12 industry with a configurable product lower in cost than other software systems that are not customizable to the District's needs. The District has evaluated other products in the past but found they could not serve our needs. Technology Services finds it is in the best interest of the District to extend the contract for Escape.</p>	<p>\$522,295 General Fund</p>
<p>Infinite Campus R22-00369 New Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>7/1/21– 6/30/22: Renewal of District-wide Infinite Campus Student Information System (SIS) license and support. Districts are required by the state to use an approved SIS to submit data such as enrollment, grades, attendance and behavior. The District has contracted with Infinite Campus for these services since 2013/14 when they were selected through an RFP process as the software solution best fitting the District's needs.</p>	<p>\$494,487 General Fund</p>

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Non-Competitive Bid: Nutrition Services – Juice Products

Recommendation: Extend Contract with Gregory Packaging, Inc. (Suncup Juice)

Amount: \$230,000

Funding: Nutrition Services Funds

Due to the Covid-19 pandemic, Nutrition Services and Purchasing Services find it is in the best interest of the District to use the emergency, non-competitive procurement method under regulations of the United States Department of Agriculture and the California Department of Education Child Nutrition Programs; Nationwide Waiver Extension. 7CFR 210.16(d) and 7CFR 225.6(h)(7)

With the Board's approval, the District will utilize this extension to continue to purchase 100% juice products from Gregory Packaging, Inc. (Suncup Juice) from July 1, 2021 through June 30, 2022.

This is a 1-year extension to the existing contract (2017/18 Bid #180201, Direct Grocery) which was due to expire on June 30, 2021.

Non-Competitive Bid: Nutrition Services – Fresh Produce
Recommendation: Extend Contract with Daylight Foods
Amount: \$800,000
Funding: Nutrition Services Funds

Due to the Covid-19 pandemic, Nutrition Services and Purchasing Services find it is in the best interest of the District to use the emergency, non-competitive procurement method under regulations of the United States Department of Agriculture and the California Department of Education Child Nutrition Programs; Nationwide Waiver Extension. 7CFR 210.16(d) and 7CFR 225.6(h)(7)

With the Board's approval, the District will utilize this extension to continue to purchase fresh produce products from Daylight Foods from July 1, 2021 through June 30, 2022.

This is a 1-year extension to the existing contract (2018/19 Bid #19105, Produce) which was due to expire on June 30, 2021.

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0144-401, Hubert H. Bancroft Playground
Bids received: June 16, 2021
Recommendation: Award to McGuire & Hester
Funding Source: Measure Q

BIDDER	BIDDER LOCATION	AMOUNT
McGuire & Hester	Sacramento, CA	\$930,770
Bothman Construction	Fair Oaks, CA	\$943,497
Martin Brothers Construction	Sacramento, CA	\$1,018,000



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1407

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 34-6743-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$5,157,543.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 103,461.0
Operation (MDO) Requirement 239

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp.

Table with 2 main columns: STATE OF CALIFORNIA and CONTRACTOR. Rows include: BY (AUTHORIZED SIGNATURE), PRINTED NAME OF PERSON SIGNING, TITLE, and ADDRESS.

Table with 4 columns: Financials (Amount Encumbered, Prior Amount, Total Amount), Program/Category, Fund Title, and Object of Expenditure. Includes a signature line for the Accounting Officer and a date field.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CCTR-1193

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 34-6743-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

CONTRACTOR'S NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.54 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$499,631.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 10,085.0
Operation (MDO) Requirement 239

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at https://www.cdss.ca.gov/inforesources/cdss-programs/calworks-child-care/child-care-transition.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing fields for signatures, titles, amounts, and program details.

CONTRACTOR'S NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-1193

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 73,552	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6743	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 73,552	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 33,811	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6743	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 33,811	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 392,268	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6743			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 392,268	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will

process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p>	<p><i>Federal ID Number</i></p>
<p><i>By (Authorized Signature)</i></p>	
<p><i>Printed Name and Title of Person Signing</i></p>	
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p>

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	
DATE	



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CPKS-1073

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 34-6743-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the PREKINDERGARTEN AND FAMILY LITERACY SUPPORT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022.

The total amount payable pursuant to this Agreement shall not exceed \$15,000.00.

During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp.

STATE OF CALIFORNIA		CONTRACTOR					
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)					
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING					
TITLE Contract Manager		ADDRESS					
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 15,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6743	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A			STATUTE 2021	FISCAL YEAR 2021-2022
TOTAL AMOUNT ENCUMBERED TO DATE \$ 15,000	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590						
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.				
SIGNATURE OF ACCOUNTING OFFICER		DATE					

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

Check if there are workplaces on file that are not identified here.

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	
DATE	



June 7, 2021

Adrian Vargas
Assistant Superintendent of Budget
Sacramento City Unified School District
3051 Redding Ave
Sacramento, California 95820

Dear Adrian,

Share Our Strength's No Kid Hungry Campaign is pleased to award a grant of **\$85,000.00** to **Sacramento City Unified School District**. The purpose of this grant is to support your critical work to end childhood hunger, as described in your proposal, which is attached for your convenience.

Please note:

- We want to ensure you receive email communications about your grant. To make sure you receive our messages, please whitelist grantshelpdesk@strength.org. Ask your IT administrator if you need assistance with this.
- Funding will be dispersed via an electronic funds transfer. You must be able to provide your banking information (below) in order for your organization to receive award funding. Paper checks will not be issued. Please contact grantshelpdesk@strength.org if you have any questions.

Agreement Period

This Agreement ("Agreement") shall align with the start and end dates listed in your application, if applicable, or begin on the date of this agreement and end one-year after the start date, unless earlier terminated hereunder or such period is extended by written agreement of both parties ("Agreement Period").

Use of Grant Funds

Grant funds may be used only for the budget items outlined in your proposal. Funds must be spent before the end of the grant Agreement Period. Grant funds may NOT be used to support lobbying. Prohibited lobbying includes direct or grassroots lobbying communications that reflect a view of support or opposition on a specific legislative proposal. Any unused funds at the end of the grant Agreement Period must be returned to Share Our Strength. Budget changes may be requested in advance, in writing, to Share Our Strength by emailing grantshelpdesk@strength.org with your organization's name and specific budget request.

Reporting Requirements

By accepting these grant funds, you agree to provide us with a four quarterly reports and one final narrative report throughout your grant period accessible via the No Kid Hungry Online Grants Portal at <https://nokidhungrygrants.force.com>. Share Our Strength reserves the right to use data, research, publications, and stories submitted via reporting on this Agreement. The applicant has listed a Point of Contact in your organization as the contact responsible for reporting; they will receive reminders to complete reporting and are required to do so. If your organization wishes to change the reporting

contact, please email GrantsHelpDesk@strength.org with organization and updated contact information.

Site Visits and Publicity Efforts

As a condition of this grant, your organization agrees to participate in in-person or virtual site visits and/or publicity efforts relating to this grant, by either Share Our Strength or any additional funders of this grant noted in this Agreement. Please note that all such in-person or virtual site visits or publicity efforts will be coordinated in advance and with consideration of your organization's availability and schedule.

Additionally, Share Our Strength is excited to promote the great work your organization is doing! Share Our Strength reserves the right to include the name, location, and website of your organization on our No Kid Hungry Grants Map, along with a description of how your No Kid Hungry grant(s) will be used.

Commitment to Anti-Discrimination and Diversity

Share Our Strength has a zero-tolerance policy toward all forms of unlawful discrimination and harassment by or towards staff and volunteers, including but not limited to sexual harassment, and no form of unlawful discrimination by or towards any employee, member, volunteer, or other person in our workplace or jobsites will be tolerated. It is our belief that every person shall be treated fairly and with respect regardless of such things as race, color, religion, sex, sexual orientation, gender identity, national origin, disability status, veteran status, age, or socio-economic status. Sacramento City Unified School District acknowledges and agrees that it shall comply with all applicable federal and state laws prohibiting discrimination and/or harassment in its programs, activities, hiring or employment practices and within all activities conducted under this grant and partnership agreement.

Changes in Programming and Tax-Exempt

Please immediately notify your Share Our Strength program or grant contact of any change in your public charity status or if you encounter challenges or delays starting your program on time, meeting the goals or objectives outlined in this Agreement, spending the grant funds before the end of the grant Agreement Period. This grant is contingent on your organization's ability to implement the goals or objectives as outlined in this Agreement. Grantees who are no longer tax-exempt or are unable to implement their grant are required to notify Share Our Strength and return the full grant amount or remaining unspent grant funds at Share Our Strength's discretion.

Compliance with Laws

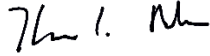
Grantee represents that it will perform its obligations hereunder in full compliance with all applicable federal, state and local laws and regulations.

Termination of Grant

If Share Our Strength determines, in its sole reasonable opinion, that Grantee is unable to meet the goals or objectives of the grant, or has violated or failed to carry out any provision of this Agreement, Share Our Strength, may, in addition to any other legal remedies it may have, terminate the Agreement and demand the return of all or part of the grant funds, including, without limitation, grant funds expended by Grantee for purposes other than those set forth in this Agreement. If so requested, Grantee shall return all such grant funds to Share Our Strength within thirty (30) days of receiving a termination notice from Share Our Strength.

If you have questions about any of the conditions described in this letter, or about your grant in general, please contact Liz Evancho, Director of Grants Administration, at eevancho@strength.org. I offer you my thanks for your daily efforts to end childhood hunger. Share Our Strength is pleased to support your important work and looks forward to hearing about your progress.

Sincerely,



Tom Nelson
President & CEO

ACH (Bank to Bank) Grant Deposit Information

Please fill-in the banking information below to receive your grant funds via direct bank deposit to your school district or organization. We cannot process any grant payments with missing fields or blank signature.

BANK NAME: _____

BANK ADDRESS: _____

(9) DIGIT ROUTING NUMBER: _____

DEPOSITOR ACCOUNT NAME: _____

DEPOSITOR ACCOUNT NUMBER: _____

TYPE OF ACCOUNT:

The information being collected on this form will be used by Share Our Strength to securely transmit payment data, by electronic means, to your organization's financial institution. By checking this box, you agree that the above ACH payment information listed is accurate and that you are an authorized representative of your organization permitted to share this ACH payment information.

Authorizing Signature

Signing the below indicates your agreement to all grant requirements and authorizes a bank transfer of the grant amount stated in this letter.

Signature: _____

Date: _____

Print Name: Rose Ramos

Title: CBO

Organization Name or School District: _____



School Nutrition Program Application
Sacramento City Unified School District

Submitted By: Diana Flores
Submission Date: 05/13/2021

INTRODUCTION

School Nutrition Grant Opportunity:

The No Kid Hungry School Nutrition Grant Opportunity will provide funding to school districts to enable districts and schools to maximize the child nutrition programs and other emergency food programs and resources to ensure children and families have access to healthy meals at school and at home.

No Kid Hungry knows that school districts play an essential role in ensuring students receive nutritious meals to learn, grow and thrive to reach their full potential. These flexible grants will allow school districts across the country to respond to the growing needs and emerging opportunities to provide meals and resources to kids and families.

Eligibility Priorities

Equity Priority:

The coronavirus pandemic has exacerbated long-standing systemic health, social and economic inequities, disproportionately impacting racial and ethnic minority groups. To ensure we are supporting individuals and communities most impacted, we will prioritize grant funds to school districts serving majority-minority communities, including immigrant populations. We will also provide funds to rural communities where schools face unique challenges in addressing hunger.

Economic and COVID-19 Impact:

Grant funds will also be provided to communities experiencing economic hardship and having existing or increasingly high COVID-19 infection rates. In determining economic impact, No Kid Hungry will review data points to include: free and reduced eligible students, unemployment rates, child food insecurity rates, and the social vulnerability index score.

Ability to Serve Kids Today and in the Future:

Taking into consideration equity, economic hardship and COVID-19 impact factors, funds will be prioritized to support school districts with a strong and sustainable plan for maximizing participation in the child nutrition programs and/or leveraging other programs to combat food insecurity such as emergency food programs and student and family outreach and enrollment. Applications should address both the immediate need for supporting students and alleviating hunger as well address long-term sustainability of programming.

Use of Funds

As school districts face significant challenges maintaining and expanding meal programs in this uncertain environment, funds are intended to support school districts in having the adaptability to meet the changing needs of students and families. Grant funding is available for school districts to leverage a variety of strategies to increase meals served and support kids and families in this new operating environment, including:

- Ensuring maximum student participation and improving meal quality in federal nutrition programs like Breakfast, Lunch, Afterschool Meals and Snacks, and the Fresh Fruit and Vegetable Program as well as the Summer Food Service Program or Seamless Summer Option as needed during emergency school closures
- Offering universal breakfast and lunch (served at no cost to all students), including Community Eligibility Provision implementation
- Promoting awareness of meal availability to students and families, especially for free and reduced-price eligible students
- Providing meals during weekends and out-of-school time through backpack programs and school pantries
- Promoting SNAP, WIC and Pandemic-EBT programs and supporting enrollment

Examples of how funding may be used include:

- Meal service supplies and equipment needed to implement new models for serving breakfast, lunch, and afterschool meals and snacks including: grab and go carts, insulated coolers/warmers, packaging equipment and supplies, refrigerators, and retrofitting existing equipment to meet new needs
- Costs of hiring additional staff positions to meet increased demand as a result of COVID-19 or provide additional services like meal delivery
- Transportation costs associated with meal delivery such as refrigerated trucks or fuel
- New costs associated with COVID-19 preparedness like no-touch point of service machines, hand washing stations, PPE equipment and cleaning supplies
- Non-reimbursable food costs for school food pantries, backpack programs or adult meals
- Program outreach, enrollment assistance and marketing costs
- Additional expenses as needed

We understand that meal service plans in SY20-21 may vary and change throughout the school year. Please submit your application with your current thinking for how your school district plans to operate meal service throughout the year and any potential emergency service plans. If you are awarded funds, you will be required to submit quarterly progress reports that accurately describe your school meals implementation and other meal programs, as well as changes in participation and meal service delivery as they adjust to the evolving operating environment.

Corporate Funding

Grants may be funded through corporate partners working with Share Our Strength. You will be notified upon receipt of the grant award if a corporate partner is sponsoring the grant award.

Submitting Your Application

Be sure to input all required answers and save frequently as you are inputting information. Complete the application when all information is entered by clicking on “Review Your Answers” and then “Submit Your Answer.”

Technical Assistance

Technical or portal-related: GrantsHelpDesk@strength.org.

APPLICANT DETAILS

Food Service Director

Are you the Food Service Director of your School District?

Yes

Diana Flores

diana-flores@scusd.edu

(916) 395-5600 ext 460011

Superintendent

Are you the Superintendent of your School District?

No

Jorge Aguilar

jaguilar@scusd.edu

(916) 643-9010

HISTORIC SCHOOL MEALS PARTICIPATION

How many total schools were in your district in SY2019-20?

80

What was your total district enrollment in October 2019?

44,822

Which of the following programs, if any, were offered by your district during SY2019-20, including any emergency meals related to COVID-19? Please select all that apply.

SFSP Summer Meals;SNAP outreach or services;Food skills and/or nutrition education;CACFP child day care meals/snacks;CACFP afterschool meals/snacks;NSLP afterschool snacks;Universal breakfast (served at no cost to all students);Universal school lunch (served at no cost to all students);NSLP School Lunch;Farm to School

Did you serve meals during school closures related to COVID-19?

Yes

How many total meals did your district serve from COVID-19 related shut down to the start of the new school year?

2,188,000

How did the number of meals served across all programs in SY2019-20 compare to the number of meals served in SY2018-19?

Many more

CEP

Did your school district participate in CEP in SY2019-20?

Yes

Did all schools participate in CEP in SY2019-20?

No

How many schools in the district participated in CEP?

57

How was CEP implemented throughout the district?

All CEP schools grouped together with one ISP

What was your district's identified student percentage (ISP) for SY2019-20?

63.00 %

Of the schools that did NOT participate in CEP, please provide the total number free and reduced eligible students in your district in October 2019?

Number of Students Eligible for Free Meals

5,200

Number of Students Eligible for Reduced Meals

1,170

Breakfast & Lunch

How many days did you serve school lunch in October 2019? Please report the highest number if service days varied across schools

23

How many meals by reimbursement type were served in October 2019? For CEP and Provision 2 schools, please list all meals as “Free”.

Free Breakfast Meals	Reduced Breakfast Meals	Paid Breakfast Meals
255,900	8,600	12,700
Free Lunch Meals	Reduced Lunch Meals	Paid Lunch Meals
573,200	19,200	51,650

Did you serve NSLP/CACFP? If yes, please answer the below questions concerning NSLP/CACFP. If no, please enter 0.

Number of schools that participated in CACFP/NSLP Afterschool snacks or suppers in October 2019.

80

Please provide the number of NSLP/CACFP Afterschool Snacks served in SY2019-2020.

543,500

Please provide the number of CACFP Afterschool Suppers served in SY2019-2020.

606,500

CURRENT NUTRITION PARTICIPATION

How many total schools are currently in your district?

80

What is your current total district enrollment for the 2020-2021 school year?

44,300

What is your district's planned school schedule or learning plan? Select all that apply.

100% Remote Learning (Ex. All students learn remotely, picking up or receiving delivered meals); Targeted Distance Learning (Ex. Some students learn in person, where others are at home (i.e. students with IEPs, English language learners, and children of essential workers at school, others at home)); A/B Schedule (Daily, Weekly) (Ex. Students rotate between distance learning and in-school learning on either a half-day, daily or weekly basis)

How have recent school closure impacted your Food and Nutrition Service budget? How has this impacted your approach to your current budget?

Schools' closure was due to Covid 19 caused extra packaging supplies for grab and go meals and more staffs to prepare/pack foods. With school reopening our meal counts have dropped significantly at the secondary schools where students are offered lunch and grab and go breakfast for the next day in a take home meal bag. Many secondary students leave campus at multiple egress points and it's challenging to get them to come where the meals are being served. As we prepare for summer meals we are challenged by the number of staff available to work in our program.

CEP

Will your school district participate in CEP in the 2020-2021 school year?

No

PROVISION 2

Will your school district participate in Provision 2 in SY2020-21?

No

Please provide the total current number free and reduced eligible students in your district?

Number of Students Eligible for Free Meals

35,541

Number of Students Eligible for Reduced Meals

1,386

Which of the following programs, if any, are currently offered by your district or do you plan to offer during the current school year? Please select all that apply.

School Breakfast;SFSP Summer Meals;CACFP child day care meals/snacks;CACFP afterschool meals/snacks;NSLP afterschool snacks;NSLP Summer Meals (Seamless Summer Option);Universal breakfast (served at no cost to all students);Universal school lunch (served at no cost to all students);NSLP School Lunch

Please describe the social distancing strategies you plan to leverage in the upcoming school year for school meals programs in your district?

Assigned seating;Staggered and/or extended meal service;Use of disposable utensils;Staff serve meals to students directly;Regulate flow of entry and exit for students using floor markings/signs;Addition of easily accessible handwashing stations;Elimination of salad bar/self-serve area;Face coverings required when not eating

School Breakfast

When will breakfast be offered? (select all that apply)

Before the first instructional bell

When will breakfast be allowed to be eaten by students (select all that apply)

In which of the following locations, if any, will breakfast be served or made available? (select all that apply)

In which of the following locations, if any, will breakfast be eaten by students? (select all that apply)

Projected average daily participation of school breakfast participation across the entire district in the upcoming school year.

35,000

School Lunch

In which of the following locations, if any, will lunch be served or made available? (select all that apply)

In which of the following locations, if any, will lunch be eaten by students? (select all that apply)

Projected average daily participation of school lunch participation across the entire district in the upcoming school year.

40,000

Meal Service

Who will be responsible for serving meals to students? (select all that apply)

Cafeteria Staff

Distance Learning

If students are participating in distance learning, what meal options will be available on days they are learning from home? (select all that apply.)

Walk-up distribution; Drive-thru or curbside distribution

Emergency Relief

With schools being shut down or having different learning plans, actions to minimize community hunger has been severely challenged. What strategies are you implementing in your district to ensure that you are feeding and supporting the neediest students and families in your community?

We distribute meals via curbside pickup every Monday to cover all five days meals for students, and we also distribute meals to students who attend school in person.

How does your thinking about racial equity inform how you develop and implement your programs?

We send flyers to promote school meals to students, parents and community in multi-languages. We also send emails and voice messages to families informing school meals pickup locations and pickup schedules. Information is updated frequently on webpage and on menus. We have also relied on direct mail communications about meal services in many languages as we know many of our families are not connected to technology and have language barriers that prohibit access to free summer meals. Our collaborations with Sacramento Food Bank partner agencies also expands our reach in our most needy communities since we will also offer school meal pick up of meals at many of these locations. Lastly we have and will continue to support the Food Bank Family Food box distribution at our most needy sites along with school meals.

Please provide us any additional details regarding how your school meals strategies have changed in SY2020-21 from last school year. For example, how do your school meals strategies differ by school or grade? How will your plans for shift if COVID-19

cases increase? Do you plan to continue offering meals if there are unanticipated school closures?

We will continue offering meals to all our students and promote healthy eating habits during school closures due to Covid 19. We are now offering both grab and go home bags when students attend in person and offer curbside meal distribution for the days they are on distance learning including meals for the weekend. As operations continually shift we seek to offer the maximum amount of meals allowable including Supper and Snacks and weekend Breakfast, Lunch, Supper and Snack.

Marketing Tactics

Which of the following marketing tactics, if any, is your district planning to implement this year? Please select all that apply.

Mail postcards;Have school staff asking if children ate breakfast and encouraging them to get a school breakfast;Parent text messages;e-newsletters;Social Media;Encourage teachers, administrators, coaches and other staff to promote meals;Announce the availability of school meals using the PA system;Post flyers or information about school meals availability throughout the school;Provide information on the school meals on the website or social media outlets;Send a letter or flyer about school meals directly to parents;Record a robocall to inform parents about school meals

AFTERSCHOOL MEALS / SNACKS

How many afterschool supper or snack sites is your organization planning to sponsor this upcoming year?

Projected Supper only site(s)

0

Projected Snack Only Site(s)

0

Projected Supper and Snack site(s)

80

Please provide the projected total snacks your district will serve in SY2020-21?

1,900,000

Please provide the projected total suppers your district will serve in SY2020-21.

1,900,000

This upcoming year, how many days will your organization serve afterschool suppers or snacks? If your organization has more than one site serving afterschool suppers or snacks and their days of operation will vary, please enter the maximum number of operating days.

200

USE OF GRANT FUNDS

In this section, No Kid Hungry would like to learn more about the programming that will be impacted specifically by No Kid Hungry grant funding.

Provide a concise description of the project you are proposing. (2-3 sentences maximum)

We have a significant decline in the number of staff applying for non contracted summer per diem work. The need for summer meals has never been greater. Staffing shortages could impact the number of community sites and level of service for our students and families. We want to continue to offer family food boxes from the Sacramento Food Bank but need staff for distribution. We are also serving dinners for 4 prepared by local restaurants and funded by the City of Sacramento but we need staff to distribute. Stipends will go along way to ensure and entice staff to sign up for additional work this summer including other staff from other district departments like transportation or child development.

Additionally we want to continue to offer direct mail and other outreach to ensure all our families have information about SNAP, PEBT, weekend meals and food bank resources.

Which of the following programs will No Kid Hungry funding be used to support?

SFSP Summer Meals;SNAP outreach or services

Please provide 1-2 primary objectives for this program area, and how your grant funds will help support these objectives. Well written objectives will be specific, measurable, achievable, relevant and time-specific.

Objective 1:

Increase the number of staff willing to work this summer to help support our objectives to make Summer Meals accessible in the most needy communities of our district. Ensure all families have access to information in multiple languages about SNAP, PEBT, Food Bank and Family Meals project where other food benefits are also available to serve the needs of our students. We aim to offer the same number of meals in the summer of 2021 as we did in the summer of 2020.

Objective 2:

Maintain and retain a solid foodservice workforce this summer and beyond in a time when CA wages have increased and we are competing with record-breaking hiring occurring in the service, warehousing, distribution and restaurant sectors.

Please list all schools in the district that will be impacted by these grant funds.

Abraham Lincoln, Albert Einstein, Alice Birney, A.M. Winn, Bowling Green, Bret Harte, Caleb Greenwood, California MS, Camellia, Caroline Wenzel, Crocker Riverside, David Lubin, Earl Warren, Edward Kemble, Ethel I Baker, Ethel Phillips, Elder Creek, Father K.B. Kenny, Fern Bacon, Genevieve Didion, Golden Empire, Harkness, Hiram Johnson, Hollywood Park, Hubert Bancroft, Isador Cohen, James Marshall, John Bidwell, John Sloat, John Still Elem, Kit Carson, Leataata Floyd, Luther Burbank, Matsuyama, MLK Jr., Nicholas, NJ Bonnheim, Oakridge, OW Erlewine, Pacific, Parkway, Peter Burnett, Phoebe Hearst, Pony Express, Rosa Parks, Rosemont HS, Sam Brannan MS, Susan B. Anthony, Sequoia, Sutterville, Tahoe, Theodore Judah, Washington, West Campus, Will C Wood, Williamland, Woodbine.

Which of the following, if any, are challenges your district is facing? For each, please describe the actions your organization will take to address the challenge. To help with accountability, please also identify a person/leader by title in charge of addressing the challenge.

Challenge 1:

Too few staff

How challenge will be addressed:

Stipends to entice staff to sign up for summer meals per diem work and to help retain the staff who have already signed up. Hopefully also recruit staff from other departments who have contracted 10 month staff and would be enticed to sign up for summer work with the added compensation.

POC in charge (Title):

Diana Flores

Challenge 2:

Staff hiring challenges/inability to fill open positions

Diana Flores

How challenge will be addressed:

Widely promote job vacancies for 10 month positions as well as sub vacancies on Indeed and other Job Boards. Host a Job Fair this June and again in Aug and hiring and training conducted all summer to keep new hires employed going into the new school year.

POC in charge (Title):

Rebecca Penland

Challenge 3:

Other

Outreach in direct mail and other sources to ensure all families are aware of SNAP, PEBT, Food bank and Family Meal project resources.

How challenge will be addressed:

Direct mail this summer.

POC in charge (Title):

Diana Flores

BUDGET

1. **Category:** Other, please specify

Budget Request Description: Stipends Needed for summer staff

Estimated Cost of Item: \$65,000.00

Purpose of Cost of Category: Funding new costs

2. **Category:** Program outreach (flyers, banners, ads, etc.)

Budget Request Description: Direct Mail (split cost at 20k). Actual cost of printing and postage exceeds \$40k for entire district.

Estimated Cost of Item: \$20,000.00

Purpose of Cost of Category: Both offsetting existing expenses as well as funding new expenses

3. **Category:**

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

4. **Category:**

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

5. **Category:**

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

6. **Category:**

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

7. Category:

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

8. Category:

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

9. Category:

Budget Request Description:

Estimated Cost of Item:

Purpose of Cost of Category:

Budget Request Total: \$85,000.00

APPLICATION TEAM

Contact	Primary Role
Diana Flores	Applicant



In Class Today, Inc.
 303 Twin Dolphin Drive, Suite 600
 Redwood City, CA 94065

**IN CLASS TODAY, INC. SERVICES AGREEMENT
 COVER PAGE**

This agreement (“Agreement”) is entered into on the “Effective Date,” which shall be the date on which the Agreement is fully executed by both parties, between In Class Today, Inc., (“InClassToday”), and the Customer identified below (“District”). This Agreement includes and incorporates the below Order Form, as well as the accompanying In Class Today Terms and Conditions and Exhibits and Attachments and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party’s acceptance of this Agreement was and is expressly conditional upon the other’s acceptance of the terms contained in this Agreement to the exclusion of all other terms.

District Information	
District Name: Sacramento City School District	Principal Contact:
Address:	Title:
	Phone:
	Email:
Billing Contact:	Data Contact:
Phone:	Phone:
Email:	Email:

InClassToday Contacts	
Program Manager: Emily Orngard	Sales & Contracts: Nicole Bosworth
Phone: 650-641-9485	Phone: 650-641-9485
Email: emily.orgnard@inclasstoday.com	Email: nicole@inclasstoday.com
Billing Contact: Holly Maddox	Secondary Email: contracts@inclasstoday.com
Email: ar@inclasstoday.com	

ORDER FORM

Services:

As described below, InClassToday and Sacramento City School District (“District”) will work together to implement a personalized intervention and engagement program for up to 30,375 students designed to address learning loss and support student success by:

- Preventing student absenteeism in the classroom and/or remote learning
- Reaching and engaging students’ families and connecting them to district supports, including hard-to-reach or vulnerable student groups
- Supporting key transitions (eg back to school)

The program will include both mailed personalized interventions (“Reports”) and digital personalized interventions (“Messages”).

InClassToday will use data from the District to deliver the program, analyzing the data to determine which students receive each type of personalized intervention, determining appropriate content for each student based on their grade, attendance record, language, school, and other factors, and generating, printing and delivering, mailing the Reports and Messages.

InClassToday will apply criteria to personalize the content for each student and to identify the students most likely to benefit from receiving each communication, considering attendance patterns and other factors. Specific students may be excluded by the District through the process described in the InClassToday Data Specification and Transfer Standards. InClassToday will also exclude students whose parents or guardians have elected to opt-out of receiving program communications (Reports or Messages), as well as those who don’t meet other eligibility criteria (e.g. undeliverable address or phone number).

The program leverages best practices from research conducted by InClassToday and others in the field, and InClassToday’s goal is to provide services that improve over time. As a result, InClassToday may from time to time suggest new approaches and make changes to the Program likely to further program objectives.

InClassToday will provide the following Professional Services:

- Family Support Team to handle questions from report recipients and direct callers to relevant district resources
- Program Manager to provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Reports and Messages and parent/guardian calls to the Family Support Team, and students who may have out of date addresses
- End of year program impact analysis

InClassToday will send up to 42,525 mailed Reports* in English and Spanish and unlimited digital Messages for up to 30,375 students in English and Spanish based on a delivery calendar and student eligibility criteria mutually agreed upon by InClassToday and District.

*Estimated # of Reports; exact number will depend on actual data and student attendance.

Fees: \$149,619 per academic year
 Program Design, Licenses (includes digital messages): \$146,500
 Reports Print & Mailing: \$42,525
 Discounts (two-year contract and volume discounts): -\$39,406
 Cost per academic year: \$149,619

Payment Schedule:

Periodic invoicing for services rendered, payable within 30 days of receipt by the District

Term: The term of this Agreement commences on the Effective Date and expires August 31, 2023, subject to early termination as provided herein (the “Term”).

In Class Today Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY IN CLASS TODAY, INC. (“INCLASSTODAY”). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH INCLASSTODAY WHICH REFERENCE THESE TERMS (EACH, AN “ORDER FORM”), YOU (“DISTRICT”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA INCLASSTODAY’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY INCLASSTODAY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **SERVICES.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms and conditions of this Agreement (including any limitation and restrictions set forth on the applicable Order Form), InClassToday will provide District with the services specified in each Order Form (collectively, the “Services”) during the applicable Order Form Term (as defined below). The Services are subject to modification from time to time (at InClassToday’s sole discretion, for any purpose deemed appropriate by InClassToday). InClassToday will use reasonable efforts to give District prior written notice of any such modification. District will cooperate with InClassToday in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as InClassToday may reasonably request.

2. **LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to InClassToday solely for InClassToday to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to InClassToday the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of, and disclose the Student Records to InClassToday Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing and operating products and services).

InClassToday warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

“Student Records” means the confidential and proprietary student-related information which District discloses to InClassToday, including as set forth in Attachment A (Data Transfer Standards), and excludes De-Identified Data. “De-Identified Data” means data submitted to, collected by, or generated by InClassToday in connection with District’s use (and InClassToday’s provision) of the Services but only in anonymized form which does not (and cannot be used to) specifically identify District, any of District’s students or any other individual. District shall retain ownership of any rights it may have to the Student Records. “InClassToday Person” is (i) a director, employee, contractor, agent or affiliate of InClassToday, (ii) who needs to access the Student Records in connection with InClassToday’s provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. InClassToday reserves the right to utilize independent contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, InClassToday will enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give InClassToday any rights, implied or otherwise, to the Student Records. **At no time will InClassToday share any Student Records with any non-InClassToday Person without the written permission of District.** InClassToday shall notify District should InClassToday become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by InClassToday. Upon contract termination, Student Records will be destroyed in accordance with Section 9.

- 3. DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to InClassToday in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services (“Software”) (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (iv) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by InClassToday in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If InClassToday receives any notice or claim that any data provided to InClassToday, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a “Claim”), InClassToday may, but is not required to, suspend or terminate the Service. Without limiting the foregoing, District will indemnify InClassToday from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District’s obligations in this Section 3, as incurred.
- 4. FEES; PAYMENT.** District shall pay InClassToday fees for the Service as set forth in each Order Form (“Fees”). Additionally, in the event that the United States Postal Service increases the First Class Mail postage rate, InClassToday reserves the right to increase Reports Fees accordingly, by an amount no greater than the increase in InClassToday’s costs associated with the increased postage rate. Unless otherwise specified in an Order Form, all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. District shall be responsible for all taxes associated with Service (excluding taxes based on InClassToday’s net income). All Fees paid are non-refundable and are not subject to set-off.
- 5. WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.
- 6. OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, InClassToday alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by InClassToday, and (ii) the Reports other than information specific to the District. District grants to InClassToday a non-exclusive, royalty-free right and license to (directly or through InClassToday Persons) use and otherwise exploit the District’s names, marks, logos and other identifiers (“Logos”) during the Term in accordance with District’s reasonable trademark usage guidelines for InClassToday to perform the Services hereunder, including without limitation using the Logos with Reports. District may use the

InClassToday's Logos, in accordance with InClassToday's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (ii) InClassToday may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not to be unreasonably withheld.

7. **CONFIDENTIALITY.** InClassToday will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 2, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than InClassToday Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case InClassToday shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of InClassToday before receipt from District; (b) is or becomes publicly available through no fault of InClassToday; (c) is received by InClassToday, without use or disclosure restriction, from a third party having an apparent bona fide right to disclose the information to InClassToday; or (d) is independently developed by InClassToday without use of the Student Records. District may be identified as the source of the Student Records.

While the terms of this Agreement are InClassToday's confidential information, each party may disclose the relationship and the existence of this Agreement.

InClassToday shall, to the extent of its liabilities under the laws of the State of California, defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to \$1,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees), where such claims, actions or suits arise solely and directly from InClassToday's or an InClassToday Person's breach of the Student Record confidentiality requirements contained herein, provided InClassToday is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; InClassToday will not be responsible for any settlement it does not approve in writing. The foregoing is District's sole remedy with respect to any breach of InClassToday's obligations herein relating to Student Records.

8. **WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND InClassToday'S PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF InClassToday IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND InClassToday (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
9. **TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order Form. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership

or bankruptcy proceedings (provided that if such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

This Agreement may be terminated without cause by District upon fifteen (15) days written notice to InClassToday. In the event of a termination without cause, District shall pay InClassToday for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Within sixty (60) days of termination or expiration of this Agreement, InClassToday will destroy all District Student Records in its possession.

- 10. LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO INCLASSTODAY HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.
- 11. INSURANCE.** InClassToday shall procure and maintain the types and minimum limits of insurance as required by District, covering the performance of the Service. InClassToday shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of California, or otherwise acceptable to District and their Office of Risk Management, or the equivalent office thereof. Prior to commencement of services and during the life of this Agreement, InClassToday shall provide the District with a certificate of insurance reflecting its comprehensive general liability and cyber 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.
- 12. PIGGYBACK/RIDER.** InClassToday agrees to allow district and other public agencies and school districts in the U.S. to purchase additional services, at the same terms and conditions that apply to this contract. Districts and agencies may order additional services in quantities and amounts. Any liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.
- 13. MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of California, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of California, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of California. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or

waiver of any provision of this Agreement or any Attachment shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and InClassToday, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to InClassToday, as follows:

In Class Today, Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065
Attn: Contracts
Email: contracts@inclasstoday.com

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

IN WITNESS WHEREOF, District and InClassToday have executed this Agreement as of the Effective Date.

DISTRICT

Signature: _____

By: Rose Ramos, CBO

Date: _____

IN CLASS TODAY, INC.

Signature: _____

By: Emily Bailard, CEO

Date: _____

ATTACHMENT A DATA TRANSFER STANDARDS

District will provide InClassToday with access to data as specified in the “**InClassToday Data Specification and Transfer Standards**” which contains comprehensive information on data fields and the transfer process. Data will be transferred to InClassToday daily. A summary of key steps are as follows:

- **Data Fields:** District will provide InClassToday with the following data files for all students who are currently enrolled in the district, as well as historical data. A complete list of the fields and transfer protocol can be found in the “InClassToday Data Specifications and Transfer Standards”.
 - **Roster File:** One row per student. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information including phone and email*, demographic information, home language, exclusion flag
 - **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
 - **Exclusion List (Optional):** Used if student-level exclusions cannot be provided in the Roster File. One row per student. Sample fields: student ID, student name
 - **Parent/Guardian Contacts:** One row per contact. Sample fields: guardian name, phone number
 - **School Site Information:** One row per school. Sample fields: school name, school id, school phone number
 - **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
- **Executing the Data Transfers:** InClassToday will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files on a daily basis. Additional details can be found in “InClassToday Data Specification and Transfer Standards.”

Please note that these data specifications and transfer standards are subject to change.

*As part of the program of intervention, InClassToday may send a text message to any guardians whose phone number has been provided. The first message will provide the recipient with the opportunity to opt-out of receiving further messages. If the district is not authorized to send text messages to specific guardians, follow the instructions in the InClassToday Data Specification and Transfer Standards to exclude them from text outreach. Note: digital communication will only be sent to parents and guardians; no digital communication is sent directly to students.

Memorandum of Understanding Between
Sacramento City Unified School District and
Improve Your Tomorrow, Inc

Overview:

This memorandum of understanding (MOU) specifies the expectations of the partnership between Sacramento City Unified School District (SCUSD) and Improve Your Tomorrow (IYT) to implement the IYT College Academy at Luther Burbank High School and Rosa Parks K-8 School. The partnership takes effect on July 1, 2021 and is effective through June 30, 2024.

Improve Your Tomorrow will:

1. Serve 150 students through the College Academy annually, starting in the fall of 2021, seventy-five (75) students at Luther Burbank High School and seventy-five (75) students at Rosa Parks K-8 School.
2. Complete a facility use agreement for at all schools that have the IYT College Academy program and provide the required certificate of insurance.
3. Ensure all employees comply with Education Code requirements, which includes undergoing a criminal background check (ie: SCUSD fingerprinting).
4. Gather formative assessment data to reflect IYT's progress at each site, to include overall program attendance.
5. Provide to Research and Evaluation Department (RED) a participants' list to include the names of each student participating in the program, by school, his district identification number, and a record of his daily attendance in the program
6. Administer the SEL (Social Emotional Learning) survey to all program participants. The survey will be provided by RED.
7. Conduct a parallel evaluation of program progress to include the metrics listed in this contract and will meet with RED to discuss outcomes.
8. Coordinate all IYT activities and services with the principals at targeted campuses. College Academy Services, starting in the fall of 2021, include but are not limited to:
 - IYT College Academy career-based activities
 - Professional Mentorship and Leadership Development
 - Career Assessments and Workshops
 - Work-based Field Trips
 - Family Engagement
 - Volunteering and Internships

Distance Learning

In the event of school closures due to COVID 19, within 3 business days, IYT students will be supported and engaged through the IYT Virtual platform. The services provided in this platform include; mentorship sessions, live hangouts, workshops, class huddles, parent engagement and tutoring.

Methods of Assessment

Sacramento City Unified School District will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including:

High School Key Performance Indicators

- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- High school graduation rate for students in the program a minimum of 2 semesters
- College attendance rates for students in the program a minimum of 4 semesters
- 10% of students will enter an apprenticeship program
- 20% increase in student pathway completion
- 33% of students take at least one honors or advanced placement course in their junior year

Middle School Key Performance Indicators

- Promotion rate for 8th grade students
- Attendance Rate for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program

Annually, Improve Your Tomorrow will submit an evaluation form to SCUSD and all school sites no later than 8 weeks after grades have posted for the Spring semester.

Sacramento City Unified School District (SCUSD) will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Provide access to school site during Improve Your Tomorrow programming
3. Complete data sharing memorandum of understanding
4. Provide funding of \$150,000 per year, \$450,000 total, to be invoiced in equal in monthly increments from July 2021 through June 2024 payable within 30 days from time of invoice to Improve Your Tomorrow.

Payments directed to the following address:

Improve Your Tomorrow
3780 Rosin Court Suite 240
Sacramento, CA 95834

Terms:

The term of this Memorandum of Understanding shall commence July 1, 2021 and end June 30,

2024.

Termination Clause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of the mailing.

Indemnification and Hold Harmless

To the fullest extent allowed by law, IYT shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this 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 IYT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the IYT. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the IYT or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold IYT and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("IYT 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 or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding IYT and/or any IYT 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 LEA's indemnification obligations under this Master Contract.

Clearance Requirements

IYT shall provide 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.

IYT shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by IYT including volunteers.

IYT shall notify LEA within thirty (30) 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 Contract. 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 during which such person is providing services under this Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for

termination of this Contract by LEA.

IYT shall electronically submit, within 24 hours, any accident or incident report to LEA. IYT shall properly submit accident or incident reports as required by the District.

IYT 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 California Education Code section 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 LEA.

IYT is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4). In the event there is a suspicion of abuse conducted by anyone (students, staff, IYT or others) on or off campus, IYT is to file the appropriate report to the Sacramento County Sheriff. IYT is also to confidentially notify the Legal Compliance Specialist of the report. IYT is to cooperate with any investigation conducted by the District in connection with such report.

IYT shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the IYT policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. IYT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each agency with five or more employees must provide by January 1, 2021 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

Insurance

IYT shall, at its 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 IYT's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with

limits as follows:

\$5,000,000 per occurrence

\$500,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal & adv. injury

\$10,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. IYT must provide proof that IYT's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that IYT's policy should have an exclusion for sexual molestation or abuse claims, then IYT shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, IYT's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be 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 IYT's insurance and shall not contribute with it.

Workers' Compensation and Employers Liability Insurance in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect IYT from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

IYT, 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. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, the IYT's insurance coverage shall be primary insurance as respects 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 IYT's insurance and shall not contribute with it.

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.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:



Michael Lynch, CEO
Improve Your Tomorrow

Date: 4/30/21

Rose Ramos, CBO
Sacramento City Unified School District

Date: _____

Appendix A

Data Use Agreement

This agreement governs the conditions in which Improve Your Tomorrow must use, store, and safeguard the privacy of any and all student data (hereafter referred to as “Student Data”) received from the SCUSD pursuant to the signed Agreement between Improve Your Tomorrow and the SCUSD.

Student Data includes both student-specific data (where individual students are identifiable by name or student ID) and aggregate data (where no students are specifically identifiable).

The requested individual-level data includes:

- Student ID
- Ethnicity/Race
- Class Schedule
- Standardized Test Scores (SBACC, etc)
- Unofficial Student Transcripts
- Guardian Contact Information
- Access to online student grade book portal
- Suspension and Attendance data
- Individual Education Plan (if applicable)

General Purpose & Use of Student Data.

Improve Your Tomorrow will use the Student Data provided by the SCUSD to increase college enrollment rates for Improve Your Tomorrow students in SCUSD. Improve Your Tomorrow offers an array of strategic interventions to improve retention, including academic support, mentorship, internships, college advising, parent engagement and college tours. Regular data access will allow Improve Your Tomorrow staff to assess student progress and provide support as needed to ensure the students stay on track to enroll in college.

Improve Your Tomorrow acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Improve Your Tomorrow will not access, disclose or use any Student Data except to the extent such access, disclosure, or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. Improve Your Tomorrow will maintain the security of the Student Data at all times and will promptly notify the SCUSD in the event of any disclosure that is inconsistent with the terms of this Agreement.

Improve Your Tomorrow agrees to maintain the Student Data received with reasonable security measures, such that the Student Data cannot be viewed or accessed electronically or in printed form by unauthorized individuals, which includes but is not limited to administrative controls, physical controls, and technical controls, electronic security, such as password sign-on and

sign-off procedures as appropriate and the proper placement of the equipment so that the screen cannot be viewed from a public location.

Improve Your Tomorrow agrees to refrain from redisclosing the Student Data to any other third party.

Improve Your Tomorrow agrees to destroy any Student Data contained in print form or electronically that is no longer needed for Improve Your Tomorrow's stated purpose and in such a way that identification of a student is not possible.

If Improve Your Tomorrow terminates the Agreement, goes out of business, files a petition under the Bankruptcy Code, or stops providing services to the SCUSD, it shall return to the SCUSD all Student Data in its possession.

Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Student Data transmitted under this Agreement, shall remain the exclusive property of the SCUSD.

Subaward Agreement No. SA22-00019

Under California Department of Food & Agriculture ("CDFA" or "Prime Sponsor") Prime Award No. 20-1177-000-SG ("Prime Award")

This Subaward Agreement is entered into between the Pass-through Entity (PTE) and Subrecipient named below for the performance of a portion of the Statement of Work originally awarded to the PTE.

Pass-Through Entity ("PTE") Name: Sacramento City Unified School District Address: 5735 47 th Avenue Sacramento, CA 95824 DUNS: 060697109	Subrecipient Name: Food Literacy Center Address: 170 Sandburg Drive Sacramento, Ca 95819 DUNS: 069029863
PTE PI Name: Diana Flores	Subrecipient PI Name: Amber Stott
Subaward Period of Performance: Budget Period: July 1, 2021 Through: June 30, 2023 Total Project Period: June 1, 2021 Through: March 31, 2023	Subaward Funding: Funding This Action: \$376,500 Total Funding to Date: \$376,500 Anticipated Total Subaward: \$376,500
Subaward Type: cost-reimbursement	

Project Title: 2021 California Farm to School Incubator Grant Program

1. **Subaward:** PTE hereby awards a cost-reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 4, "Subrecipient Statement of Work and Budget," which is hereby made part of this Subaward Agreement. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. **Invoicing and Payment:** Subrecipient shall submit invoices through WiseHive grant portal and submit copy to PTE not more frequently than monthly and not less frequently than quarterly for allowable costs incurred. Upon PTE receipt of reimbursement check from CDFA, the PTE agrees to reimburse Subrecipient for costs incurred in performance of services under this Subaward Agreement. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs, cost sharing, and Subaward number. Invoices that do not reference PTE Subaward number may be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B.
3. **Financial Reporting:** A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Subaward Period of Performance end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. **Party Contacts:** Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
5. **Key Personnel:** Subrecipient's Principal Investigator, Amber Stott, is considered essential to the work to be performed under this Subaward Agreement. Substitution or substantial reduction in commitment of Subrecipient's Principal Investigator requires the prior written approval of PTE. In the event that Subrecipient notifies PTE that it desires to replace Subrecipient's Principal Investigator, Subrecipient shall notify PTE in writing within 14 business days of the date of such replacement and shall propose a substitute principal investigator, identifying the proposed substitute in the notice. PTE shall notify Subrecipient within 14 business days after receipt of such notice of its decision either to continue the Subaward Agreement with the substitute principal investigator or to terminate the Subaward Agreement.
6. **Incorporation of General Terms and Conditions:** In the performance of Subrecipient's Work, all terms and conditions in Attachment 2, "General Terms and Conditions" are hereby made part of this Subaward Agreement.
7. **Order of Precedence:** Any inconsistencies in this Subaward Agreement shall be resolved by giving precedence in the following order:
 - a. This Document and Attachment 1, "Representations and Certifications";
 - b. Attachment 2, "General Terms and Conditions";
 - c. Attachment 4, "Subrecipient Statement of Work and Budget".
8. **Entire Agreement:** This Subaward Agreement constitutes the entire agreement between the parties regarding the subject matter herein. Unless otherwise provided for in Attachment 2, any modification to this Subaward Agreement shall be made in writing and must be signed by an authorized representative of each Party.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have entered into this Subaward Agreement as of the date of the last signature set forth below:

Authorized Official of Pass-Through Entity

Authorized Official of Subrecipient

Name: Rose Ramos
Title: Chief Business Officer
Date:

Name: Amber Stott
Title: Director, Food Literacy Center
Date:

**Subaward Agreement
Attachment 1
Representations and Certifications
Subward No. SA22-00019**

The following certifications are required by the Prime Award and are incorporated into this Subaward Agreement by reference.

None are required.

Subaward Agreement
Attachment 2
General Terms and Conditions
Subaward No. SA22-00019

1. Independent Entities. This Subaward Agreement is by and between two independent entities and is not intended to nor shall it be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for workers' compensation and other employment laws for their respective employees. Teachers participating in the program remain District's employees.
2. Audit; Access to Records; Records Retention. For a period of three years after final payment under this Subaward Agreement, Subrecipient agrees to provide to PTE, Prime Sponsor and/or the State Auditor General, and to any of their authorized representatives, access to any documents, papers, or other records of Subrecipient that are pertinent to the Prime Award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents.
3. Ownership of Materials, Copyrights, and Data Rights. Ownership of any copyrights, patents, or other proprietary interests that may result from Subaward activities, including new resources developed with Subaward funds, will vest exclusively in the party whose employees or representatives created the work of authorship or conceived the patentable invention; ownership resulting from joint works of authorship or patentable inventions will vest jointly in both parties. To the extent that Subrecipient incorporates into products produced in performance of this Subaward material that has been developed by Subrecipient prior to or outside of Subaward activities and is protected by copyright or trademark ("contributed copyrightable materials"), Subrecipient shall retain ownership of all right, title, and interest, including without limitation all intellectual property rights, in and to said contributed copyrightable materials.

Subrecipient grants to PTE the right to use any written progress reports created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to its Prime Sponsor under its Prime Award.

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to its Prime Sponsor under its Prime Award.
4. Nondiscrimination. Any service provided by either party pursuant to this Subaward Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
4. Limitation of Liability/Indemnity; Confidentiality of Student Data. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Each party shall be responsible for maintaining the confidentiality of student and employee data to the extent required by law, and if either party fails to comply with this requirement, it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality. The principals of comparative fault shall govern this agreement. This Limitation of Liability/Indemnity; Confidentiality of Student Data section shall survive the termination of this agreement.
5. Insurance. Subrecipient represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subaward Agreement.
6. Termination. Either party may terminate this Subaward Agreement with 30 days' written notice to the other party's Authorized Official, as shown in Attachments 3A and 3B. In the event that Prime Sponsor terminates Prime Award and PTE notifies Subrecipient of such termination, Subrecipient shall terminate its performance under this Subaward Agreement. Upon termination, PTE shall reimburse Subrecipient for allowable costs and non-cancelable obligations incurred prior to the date of termination and Subrecipient shall, in accordance with Attachments 4 and 5, furnish all necessary data and final reports that are completed or in progress through the date of termination.
7. Disputes. The parties shall attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time-consuming can be adopted to resolve the dispute.

8. Integration. This Subaward Agreement and its attachments contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subaward Agreement shall be valid or binding; and this Subaward may not be enlarged, modified, or altered except in writing signed by the parties.
9. Amendments. Except as expressly set forth in this section, no subsequent amendment, modification or addition to this Subaward Agreement will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized representatives of PTE and Subrecipient.
10. Counterparts. This Subaward 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 agreement. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
11. Signatures. By affixing its signature to this Subaward Agreement, each party warrants and represents that it has the authority to enter into this agreement and to perform all obligations under it, and further that the signatory of this agreement is authorized to legally bind the party.

**Subaward Agreement
Attachment 3A
Subcontract No. SA22-00019**

Pass-Through Entity Contacts

Name: Sacramento City Unified School District

Address: 5735 47th Ave.

City: Sacramento

State: California

Zip Code + 4: 95824-4528

Institution Type : School District

Congressional District:

Registration current in SAM? Yes __ No __

Administrative Contact

Name: Robert Aldama

Address: 3051 Redding Ave

City: Sacramento

State: California

Zip Code + 4: 95820-2122

Telephone: 916-395-5600 ext. 460027

Fax: 916-277-6665

E-Mail: robert-aldama@scusd.edu

Principal Investigator

Name: Diana Flores

Address: 3101 Redding Ave

City: Sacramento

State: California

Zip Code + 4: 95820-2128

Telephone: 916-395-5600 ext. 460011

Fax: n/a

E-Mail: diana-flores@scusd.edu

Financial Contact

Name: Jesse Castillo

Address: 5735 47th Ave

City: Sacramento

State: California

Zip Code + 4: 95824-4528

Telephone: 916-643-7837

Fax: 916-399-2039

E-Mail: Jesse-M-Castillo@scusd.edu

Invoices Sent To: SCUSD Nutrition Services

Tara Phillips / tara-phillips@scusd.edu

916-395-5600 ext. 460005

Authorized Official

Name: Rose Ramos

Address: 5735 47th Ave

City: Sacramento

State: California

Zip Code + 4: 95824-4528

Telephone: 916-643-9055

Fax: 916-399-2039

E-Mail: Rose-F-Ramos@scusd.edu

Subaward Agreement Attachment 3B Subaward No. SA22-00019		
Subrecipient Contacts		
Name: Food Literacy Center		
Address: 170 Sandburg Drive		
City: Sacramento	State: California	Zip Code + 4: 95819-2526
Institution Type :Non-Profit 501(c)(3)	Congressional District:	Registration current in SAM.gov? Yes __ No __
EIN: 45-3973268	DUNS: 069029863	Parent DUNS: n/a
Did Subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is the Performance Site the same address as set forth above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If no, is the Performance Site the same as the PI address set forth below? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If you answered "no" to any of the above questions, please complete "Attachment 3B, Page 2," below.		
Is Subrecipient exempt from reporting compensation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, complete "Attachment 3B, Page 2," below.		
Administrative Contact (Contracting)		
Name: Amber Stott		
Address: 170 Sandburg Drive		
City: Sacramento	State: California	Zip Code + 4: 95819-2526
Telephone: 916-873-2025	Fax: n/a	
E-Mail: amber@foodliteracycenter.org		
Principal Investigator		
Name: Amber Stott		
Address: 170 Sandburg Drive		
City: Sacramento	State: California	Zip Code + 4: 95819-2526
Telephone: 916-873-2025	Fax: n/a	
E-Mail: amber@foodlitracycenter.org		
Financial Contact		
Name: Samantha Lysaythong		
Address: PO Box 188706		
City: Sacramento	State: California	Zip Code + 4: 95818
Telephone: 916-476-4766	Fax: n/a	
E-Mail: samantha@foodliteracycenter.org		
Checks Sent To:		
Name: Food Literacy Center		
Address: PO Box 188706		
City: Sacramento	State: California	Zip Code + 4: 95818
Telephone: 916-476-4766	Fax: n/a	
E-Mail: amber@foodliteracycenter.org		
Authorized Official		
Name: Amber Stott		
Address: 170 Sandburg Drive		
City: Sacramento	State: California	Zip Code + 4: 95819-2526
Telephone: 916-873-2025	Fax: n/a	
E-Mail: amber@foodliteracycenter.org		

**Subaward Agreement
Attachment 3B, Page 2
Place of Performance & Highest Compensated Officers
Subcontract No. SA22-00019**

Subrecipient Name: Food Literacy Center

Place of Performance: Food Literacy Center @ Leataata Floyd

Name: Amber Stott

Address: 401 McClatchy Way

City: Sacramento

State: California

Zip Code + 4: 95818

Telephone: 916-476-4766

E-Mail: amber@foodliteracycenter.org

Congressional District:

The names and total compensation of the five most highly compensated officers of Subrecipient must be listed if:

(i) Subrecipient in the preceding fiscal year received:

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, Subawards (and subSubawards) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; AND

(ii) the public does not have access to information about the compensation of the senior executives of Subrecipient 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.

Is Subrecipient exempt from reporting executive compensation? Yes No If no, complete the information below.

Officer 1 Name: Sarah Modeste, Board Chair

Officer 1 Compensation: \$0

Officer 2 Name: Erik Johnson, Treasurer

Officer 2 Compensation: \$0

Officer 3 Name: Justin Nordan, Secretary

Officer 3 Compensation: \$0

Officer 4 Name: Stacey Kauffman, Immediate Past Board Chair

Officer 4 Compensation: \$0

Officer 5 Name: Amber Stott

Officer 5 Compensation: \$98,500

**Subaward Agreement
Attachment 4
Subrecipient Statement of Work and Budget**

**2021 CALIFORNIA FARM TO SCHOOL INCUBATOR GRANT PROGRAM
Statement of Work for Food Literacy Center**

Food Literacy Center will procure seasonal produce from local farmers to incorporate into weekly classes and afterschool programming at nine of the PTE's Title I elementary schools. Students will learn to identify and cook with produce. FLC's Garden Educator will teach a series of lessons to elementary students at the program site about seasonality and how to grow their own fruits and vegetables, which they will then recognize in the school cafeteria. Project goals are to increase student knowledge of how local vegetables are grown by 80 percent and increase the number of students of students exposed to fresh local vegetables by 80 percent.

In support of the collaboration, Food Literacy Center will ensure the following activities:

1. Adhere to the project implementation timeline
2. Record program activities in quarterly progress reports in WizeHive grant portal
3. Submit monthly or quarterly invoices for allowable expenses to CDFA through Wizehive grant portal.
4. Submit monthly or quarterly allowable expense report (invoice) to PTE for reimbursement
5. Respond to quarterly progress reporting questions in WizeHive by the end of the third, sixth, ninth, twelfth, etc. months of grant term
6. Participate in final interview after the grant term to concludes to discuss successes, challenges, and other related information
7. Report California food procurement practices data annually through WizeHive grant portal to CDFA for the duration of the grant and the following year after the end of the project term

At all times during the performance of this Subaward, Subrecipient agrees to work closely with PTE's principal investigator in order to assure a well-integrated effort.

Food Literacy Budget

\$50,000	Food Procurement: FY21/22 - \$25,000, FY22/23 - \$25,000
\$23,700	Personnel: Salaries and benefits including health insurance, FY21/22 - \$12,925.20, FY22/23 - \$10,774.80
\$9,500	Evaluation Specialist: FY21/22 – \$4,500, FY22/23 - \$5,000
\$213,300	Educational Integration: FY21/22 – \$116,326.80, FY22/23 - \$96,973.20
\$10,000	Farm & Landscaping Consulting: FY21/22 - \$5,000, FY22/23 - \$5,000
\$70,000	Cooking & Farm Supplies & Equipment: FY21/22 - \$35,000, FY22/23 - \$35,000
\$ 326,500	Total Reimbursable Subaward Budget

AGREEMENT FOR SERVICES

Between

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

Amendment No. 3

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and Sacramento Chinese Community Service Center (“SCCSC”), dated July 20, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse SCCSC for direct services not to exceed **\$5,890,657.49**, which represents an increase of **\$362,160.72** to the agreement.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students	Target Days July 27 – August 21, 2020
Summer Learning/Learning Loss Mitigation Funds	Cesar Chavez	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Ethel Philips	\$21,200.00	N/A	16
Summer Learning/Learning Loss Mitigation Funds	Leonardo Da Vinci	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Pacific	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Washington	\$26,000.00	N/A	20

Program	School Name	Contract Amount	Number of Students	Target Days
ASES	A.M. Winn K-8	\$131,305.03	N/A	180
ASES	Abraham Lincoln	\$113,193.99	N/A	180
ASES	Albert Einstein	\$150,925.32	N/A	180
ASES	Bowling Green	\$113,697.07	N/A	180
ASES	California Middle	\$150,774.39	N/A	180
ASES	Camellia Basic	\$113,193.99	N/A	180

ASES	Caroline Wenzel	\$112,741.21	N/A	180
ASES	Cesar Chavez	\$113,193.99	N/A	180
ASES	David Lubin	\$83,473.77	N/A	180
ASES	Earl Warren	\$113,193.99	N/A	180
ASES	Elder Creek	\$285,479.77	N/A	180
ASES	Ethel Phillips	\$113,193.99	N/A	180
ASES	Fern Bacon	\$150,925.32	N/A	180
ASES	Golden Empire	\$113,193.99	N/A	180
ASES	Hubert H. Bancroft	\$97,799.61	N/A	180
ASES	John Bidwell	\$113,193.99	N/A	180
ASES	John Cabrillo	\$113,193.99	N/A	180
ASES	Kit Carson	\$97,401.92	N/A	180
ASES	Martin Luther King, Jr.	\$113,193.99	N/A	180
ASES	Nicholas	\$115,457.87	N/A	180
ASES	O.W. Erlewine	\$113,193.99	N/A	180
ASES	Pacific	\$115,457.87	N/A	180
ASES	Peter Burnett	\$137,191.12	N/A	180
ASES	Pony Express	\$113,193.99	N/A	180
ASES	School of Engineering and Science	\$95,082.96	N/A	180
ASES	Sequoia Elementary	\$113,193.99	N/A	180
ASES	St. Hope Public School 7	\$150,925.32	N/A	180
ASES	Tahoe	\$113,193.99	N/A	180
ASES	Theodore Judah	\$113,193.99	N/A	180
ASES	Washington	\$113,193.99	N/A	180
ASES	Will C Wood	\$150,925.32	N/A	180
ASES	William Land	\$130,399.48	N/A	180
ASES	Woodbine	\$113,193.99	N/A	180
21 st CCLC – After School	Cesar Chavez	\$34,425.00	N/A	180
21 st CCLC – Before School	Cesar Chavez	\$30,600.00	N/A	180
21 st CCLC	Ethel Phillips	\$34,425.00	N/A	180
21 st CCLC	Martin Luther King, Jr.	\$96,390.00	N/A	180
Central Office Funds- Title I	C.K. McClatchy	\$75,000.00	N/A	180
21 st Century ASSETs	American Legion	\$60,000.00	N/A	180
21 st Century ASSETs	Arthur A. Benjamin Health Professions	\$65,000.00	N/A	180
21 st Century ASSETs	Hiram Johnson	\$110,000.00	N/A	180
21 st Century ASSETs	John F. Kennedy	\$110,000.00	N/A	180
21 st Century ASSETs	Rosemont	\$110,000.00	N/A	180
21 st Century ASSETs	Sacramento Charter High	\$110,000.00	N/A	180
CARES Funding	Bowling Green	\$110,766.09	40	156
CARES Funding	John Cabrillo	\$110,766.09	40	156
CARES Funding	Martin Luther King, Jr	\$23,423.06	40	156

CARES Funding	Hiram Johnson	\$75,398.89	48	107
CARES Funding	Tahoe	\$66,540.38	48	93
CARES Funding	Will C Wood	\$44,423.33	48	107
ASES	Will C Wood	\$18,397.20	In Class Support	86
21 st Century ASSETs	Hiram Johnson	\$28,674.54	In Class Support	86
21 st Century ASSETs	Sacramento Charter High	\$8,000.00	After School Activity	Stipend
CARES Funding	Nicholas Elementary	\$57,698.51	48	75
CARES Funding	Alice Birney	\$39,654.26	28	50
CARES Funding	Caleb Greenwood	\$32,411.57	28	40
CARES Funding	Genevieve Didion	\$39,654.26	28	50
CARES Funding	Leonardo da Vinci	\$32,411.57	28	40
CARES Funding	Matsuyama	\$39,654.26	28	50
CARES Funding	Phoebe Hearst	\$39,654.26	28	50
CARES Funding	Sutterville	\$39,654.26	28	50
ASES Funding	David Lubin	\$6,551.50	14	50
ASES Funding	William Land	\$19,319.60	28	53
21 st Century ASSETs	Sacramento Charter High	\$10,250.00	After School Activity	Stipend
Title I	C.K.McClatchy	\$5,246.65	After School Activity	40

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

Rose Ramos
Chief Business Officer

Date

Sacramento Chinese Community Service Center:



Henry Kloczkowski
Executive Director

Date

5-24-21

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 July 20, 2020 (“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, Washington Elementary, Will C. Wood Middle, William Land Elementary, Woodbine Elementary, Arthur A. Benjamin Health Professions High, Rosemont High, American Legion High, C.K. McClatchy High, Hiram Johnson High, John F. Kennedy High, and Sacramento Charter High programs and recreational activities supporting the After School Education and Safety (ASES), 21st Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2020-2021. 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.

Due to COVID-19, all services will be virtually provided *via* Google Classroom, Zoom or other virtual platforms approved by the District. 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 virtually must undergo a criminal background investigation by SCUSD. Transition to in-person services may resume once SCCSC has the permission from the District to be with students on sites and has complied with all local, California, and federal applicable law.

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 has suspended review of items included in the Federal Program Monitoring Expanded

Learning (“EXLP”) Instrument for Fiscal Year 2020–21. Therefore, District is granting flexibility on the following requirements:

EXLP 04—Operates Program Required Hours and Days

EXLP 05—Early Release and Late Arrival Policies

EXLP 15—Student to Staff Ratio

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. SCCSC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website); <https://www.youthdevelopmentscusd.org/copy-of-after-school>

ii. SCCSC shall adhere to scope of services outlined in this agreement.

iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B regarding payment 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.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse SCCSC for direct services not to exceed \$5,042,107.19 (\$125,200 + \$4,916,907.19) be made in installments upon receipt of properly submitted invoices. The invoice for Summer Learning program (\$125,200) should be submitted separately.

Breakdown:

Program/Funding	School Name	Contract Amount	Target Days July 27 – August 21, 2020
Summer Learning/Learning Loss Mitigation Funds	Cesar Chavez	\$26,000.00	20
Summer Learning/Learning Loss Mitigation Funds	Ethel Philips	\$21,200.00	16
Summer Learning/Learning Loss Mitigation Funds	Leonardo Da Vinci	\$26,000.00	20
Summer Learning/Learning Loss Mitigation Funds	Pacific	\$26,000.00	20
Summer Learning/Learning Loss Mitigation Funds	Washington	\$26,000.00	20
Total		\$125,200.00	

Program	School Name	Contract Amount	Target Days
ASES	A.M. Winn K-8	\$131,305.03	180
ASES	Abraham Lincoln	\$113,193.99	180
ASES	Albert Einstein	\$150,925.32	180
ASES	Bowling Green	\$113,697.07	180
ASES	California Middle	\$150,774.39	180
ASES	Camellia Basic	\$113,193.99	180
ASES	Caroline Wenzel	\$112,741.21	180
ASES	Cesar Chavez	\$113,193.99	180
ASES	David Lubin	\$83,473.77	180
ASES	Earl Warren	\$113,193.99	180
ASES	Elder Creek	\$285,479.77	180
ASES	Ethel Phillips	\$113,193.99	180
ASES	Fern Bacon	\$150,925.32	180
ASES	Golden Empire	\$113,193.99	180
ASES	Hubert H. Bancroft	\$97,799.61	180
ASES	John Bidwell	\$113,193.99	180
ASES	John Cabrillo	\$113,193.99	180
ASES	Kit Carson	\$97,401.92	180
ASES	Martin Luther King, Jr.	\$113,193.99	180
ASES	Nicholas	\$115,457.87	180
ASES	O.W. Erlewine	\$113,193.99	180
ASES	Pacific	\$115,457.87	180
ASES	Peter Burnett	\$137,191.12	180
ASES	Pony Express	\$113,193.99	180
ASES	School of Engineering and Science	\$95,082.96	180
ASES	Sequoia Elementary	\$113,193.99	180
ASES	St. Hope Public School 7	\$150,925.32	180
ASES	Tahoe	\$113,193.99	180
ASES	Theodore Judah	\$113,193.99	180
ASES	Washington	\$113,193.99	180
ASES	Will C Wood	\$150,925.32	180
ASES	William Land	\$130,399.48	180
ASES	Woodbine	\$113,193.99	180

21 st CCLC – After School	Cesar Chavez	\$34,425.00	180
21 st CCLC – Before School	Cesar Chavez	\$30,600.00	180
21 st CCLC	Ethel Phillips	\$34,425.00	180
21 st CCLC	Martin Luther King, Jr.	\$96,390.00	180
Central Office Funds-Title I	C.K. McClatchy	\$75,000.00	180
21 st Century ASSETs	American Legion	\$60,000.00	180
21 st Century ASSETs	Arthur A. Benjamin Health Professions	\$65,000.00	180
21 st Century ASSETs	Hiram Johnson	\$110,000.00	180
21 st Century ASSETs	John F. Kennedy	\$110,000.00	180
21 st Century ASSETs	Rosemont	\$110,000.00	180
21 st Century ASSETs	Sacramento Charter High	\$110,000.00	180
Total Amount		\$4,916,907.19	

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 \$756,316.078 as in-kind match (15% of the contract amount) to the District.

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

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

E. Fingerprinting Requirements. As required by 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.

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 July 20, 2020 through June 30, 2021. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this 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.

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, 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.

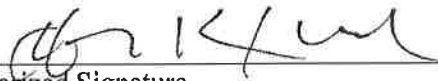
R. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

DISTRICT:

By: DocuSigned by:
Rose Ramos
CC6FE7C204D7402... 10/23/2020
Rose Ramos Date
Chief Business Officer
Sacramento City Unified School District

AGENCY NAME:

By:  09/08/2020
Authorized Signature Date

Print Name: Henry Kloczkowski

Title: Executive Director

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of 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. (Note: All Expanded Learning programs will start virtually due to COVID-19).
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 services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
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. SCCSC's Expanded Learning plan is attached to this Agreement and SCCSC will be held accountable to follow the plan presented to the District.
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. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips 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 (or two based on the number of students being served) 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.

The District shall:

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

8. Meet monthly or as needed with the Program Manager, the District liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

Sacramento City Unified School District and Sacramento Chinese Community Service Center
Program Expectations
Attachment B

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming 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 character education
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. (Once services resume on sites)
 - 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.
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/2018-2019-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 would like their staff to provide services from the school sites due to internet access issues.

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.

SCCSC: Sacramento Chinese Community Service Center, Inc

Address: 420 I Street, Suite 5 Sacramento, CA 95814

Signature and Title:  Executive Director

Work Phone: 916-612-8954

Other Phone:



Distance Learning Options

Clerical Support	Google Classroom Support	Academics	Club Based Enrichment	Social Emotional Well-Being of Students/Families
High School	High School	High School	High School	High School
<p>Grade reports/transcript case management</p> <p>Attendance</p> <p>Contacting students/parents and assessing needs</p> <p>Teacher assistance</p> <p>Social Media</p> <p>9th grade transition support (familiarizing families/students with school resources, culture, check points, etc)</p> <p>Creating flyers/newsletters for school</p> <p>Counselor referrals</p>	<p>Creating intentional opportunities for Youth Voice and Choice via GC</p> <p>Attendance</p> <p>Tutoring hours via GC</p> <p>Creating Journal prompts/activity planning</p> <p>Assisting 7th period teachers</p> <p>Monitoring group break outs</p>	<p>Team Leaders as instructional aids/classroom monitors/teaching assistants</p> <p>Individualized case management</p> <p>ESL Support/Translation</p> <p>Host "review" sessions that reinforce learning objectives from instructional day</p> <p>Credit Recovery</p> <p>Math Lab</p> <p>Grade checks/reports</p> <p>Drop in tutoring</p>	<p>Foreign Language</p> <p>"Adulting" Workshops</p> <p>Career Exploration (reinforcing CTE from instructional day)</p> <p>Virtual College Visits</p> <p>Leadership Vocational Skills (resume building/interview skill sets)</p> <p>School spirit days</p> <p>Dance teams</p> <p>Robotics</p> <p>Coding</p> <p>Podcast/developing online content</p> <p>Budgeting and Finances</p> <p>Community Service Learning</p> <p>Peer/Cross Age Mentoring</p>	<p>One on one mental health wellness checks</p> <p>Healing Circles</p> <p>Cultural Inclusion and Practices</p> <p>Community resource/counselor referrals</p> <p>Intentional discussions around current events and community traumas</p> <p>SEL workshops and activities</p> <p>Community Activism and Engagement</p>



the center
sacramento chinese
community service center

Distance Learning Options

Clerical Support	Google Classroom Support	Academics	Club Based Enrichment	Social Emotional Well-Being of Students/Families
Middle School	Middle School	Middle School	Middle School	Middle School
<p>Grade reports</p> <p>Documentation of student behavior/progress</p> <p>Attendance tracking during virtual sessions Teachers</p> <p>assistance IC tutorials for parents and students</p> <p>Supervision/docum entation of small group work</p> <p>7th grade transition support (familiarizing families/students with school resources, culture, check points, etc)</p> <p>Creating flyers/newsletters for school</p>	<p>Creating intentional opportunities for Youth Voice and Choice via GC</p> <p>Attendance</p> <p>Tutoring hours via GC</p> <p>Creating Journal prompts/activity planning</p>	<p>Team Leaders as instructional aids/classroom monitors/teaching assistants</p> <p>Individualized case management ESL Support</p> <p>Host "review" sessions that reinforce learning objectives from instructional day</p>	<p>E Sports</p> <p>Film Club</p> <p>Robotics</p> <p>Culture Exploration</p> <p>Leadership</p> <p>Coding</p> <p>Peer/cross age mentoring</p> <p>Physical activities</p> <p>Virtual World Travel</p> <p>Literacy/Spoken Word</p> <p>Book Club</p> <p>Dance Teams</p> <p>Arts and Crafts</p> <p>Community Service Learning</p> <p>STEAM Club</p> <p>Cooking Club</p>	<p>One on one mental health wellness checks</p> <p>Healing Circles</p> <p>Cultural Inclusion and Practices</p> <p>Community resource/counselor referrals</p> <p>Intentional discussions around current events and community traumas</p> <p>SEL workshops and activities</p> <p>Resources for preventing/confron ting virtual bullying</p> <p>Creating virtual communities</p>



the center

sacramento chinese
community service center

Distance Learning Options

	<p>Presenting and organizing resources in different ways to help students understand new concepts</p>		<p>Deliver a 6 week PBL Art Activity based on Color Theory, Different Art Mediums, Different Genres of Art</p> <p>Incorporating Music into STEM (Producing music, Producing beats, 8 count, etc-reinforcing math)</p> <p>Collaborate with museums to reinforce student's learning and understanding</p> <p>Reach out to Community Partners to bring field trip to Students</p>	<p>checking in with families who are not present in distance learning</p> <p>Providing Services to families: Community Resource Posting Board, Connecting them to services, "Resources Round Up"</p> <p>Virtual Family Events: Prevention Awareness, Virtual Family Dance, Family Fitness Hour</p> <p>Parent Check Ins: Coordinate Guest Speaker, online Parent Q/A, Family Academy Style Workshops, Virtual Coffee Connections</p> <p>SEL Lessons: Providing school site specific SEL lessons (I.e. Leader In Me...etc). Listening Circles</p> <p>School SEL Blog</p>
--	---	--	--	--



Distance Learning Options

Clerical Support	Google Classroom Support	Academics	Club Based Enrichment	Social Emotional Well-Being of Students/Families
Elementary School	Elementary School	Elementary School	Elementary School	Elementary School
<p>Calls to students who are not regularly attending</p> <p>Infinite Campus attendance</p> <p>Assemble material packets</p> <p>Support parent communication with parents during office hours or after hours during afterschool</p> <p>Newsletters that include what is happening during the school day and during virtual after school</p> <p>Technical assistance</p> <p>Create and process feedbacks, survey, etc</p> <p>Provide technical support for Distance Learning videos, and computer literacy</p> <p>Monitor, support and schedule students for break out session</p>	<p>GC monitor to post activities; Finding, creating and posting interesting content</p> <p>Being in the GC with the teachers and supporting teachers and students with instruction.</p> <p>Conducting break-out sessions or one on ones for students who need extra assistance</p> <p>Helping keep the class attention during live instruction</p> <p>Added to teacher's google classrooms for support</p> <p>Polling Questions - constant feedback from students and parents</p> <p>Connect various platforms (for example, flip grid, google docs, google calendar, google photos)</p> <p>Google Meet for tutoring</p>	<p>Homework Assistance</p> <p>Reinforcing learning activities</p> <p>Literacy: Read Alouds, Creative Writing, and Reader's Theater.</p> <p>Small group chapter/concept review (Math)</p> <p>Practice of high frequency words and spelling (ELA)</p> <p>Recall, Retell, Comprehension (ELA)</p> <p>Small group reading/typing skills (ELA)</p> <p>Exploring real world issues (ex. global warming, animal extinction, natural disasters) (Science)</p> <p>Vocabulary/ Concept review (Math/Science)</p>	<p>Prevention-tobacco, cyber bullying</p> <p>Girl Scout Troops</p> <p>Literacy-poetry script writing, music writing, reading</p> <p>Advocacy club regarding efforts that matter to youth</p> <p>Visual or fine arts-sketching, painting, dance</p> <p>Puppet shows</p> <p>STEAMRecycle Art, Coding Programs, Kahoot Games, and Rube Goldberg</p> <p>Healthy Choices-Cooking demos, Nutrition Exploration</p> <p>Physical fitness-indoor or outdoor sports, Soccer for Success-Skills and drills</p> <p>Lemon Aid Stands</p> <p>NBA Math Hoops</p> <p>Virtual Field Trips</p>	<p>Weekly check ins with families and students about their needs.</p> <p>Providing them list of resources etc</p> <p>Facilitate Sanford Harmony: SEL skills instruction to help students develop and practice the SEL competencies.</p> <p>Group "circle" restorative discussions</p> <p>Yoga-wellness-mindfulness</p> <p>Family game day</p> <p>Virtual field trips Show and tell</p> <p>Facilitated buddy program</p> <p>Digital Leader in Me</p> <p>Virtual Calming Room</p> <p>Mindfulness: Daily Check-Ins</p> <p>Daily Check Ins: Yoga Mindfulness, "Wellness" Checks, Individually</p>



Proposal for Expanded Learning Program (Distance Learning)

Enrollment Process

In-class support will align to the enrollment and attendance of the school day. Club ASES will be made available to all students at each school site with specialised targeting for students identified as foster or homeless youth, English Language Learners, and other groups identified by school site administration.

Number of Students Served

The Center is proposing to serve 83 students at each site during in-class support, based on school day attendance and interactions with students (25 X 83 = 2,075 students); sites with higher contracted ASES, 21st CCLC, or Central funds will target higher numbers during in-class support. The Club ASES model, proposes to serve a minimum of 100 students per feeder pattern call (5 X 100 = 500 students).

Location of Services

The Center is proposing ASES staff report to campus school sites to ensure stable WiFi, technology and resources. Staff will work remotely from classrooms and abide by all health and safety guidelines. School Sites include:

- Abraham Lincoln Elementary
- AM Winn Waldorf K-8
- Bowling Green Elementary
- Camellia Basic Elementary
- Caroline Wenzel Elementary
- Cesar Chavez Intermediate
- David Lubin Elementary
- Earl Warren Elementary
- Elder Creek Elementary
- Ethel Phillips Elementary
- Golden Empire Elementary
- Hubert Bancroft Elementary
- John Bidwell Elementary
- John Cabrillo Elementary
- Martin Luther King Jr. K8
- Nicholas Elementary
- OW Erlewine Elementary
- Pacific Elementary
- Peter Burnett Elementary
- Pony Express Elementary
- Sequoia Elementary
- Tahoe Elementary
- Theodore Judah Elementary
- Washington Elementary
- William Land Elementary
- Woodbine Elementary



Proposal for Expanded Learning Program (Distance Learning)

During Club ASES, students will be invited to join enrichment sessions based on their high school feeder pattern. During this time, Program Managers will host daily read alouds at grade level, social and emotional learning using the Sanford Harmony curriculum, and enrichment activities including but not limited to:

Club Based Enrichment	Social Emotional Well-Being of Students/Families
<p>Prevention- tobacco, cyber bullying</p> <p>Literacy: poetry, script writing, music writing, reading</p> <p>Advocacy club regarding efforts that matter to youth</p> <p>Visual or fine arts-sketching, painting, dance</p> <p>STEAM: Recycle Art, Coding Programs, Kahoot Games, and Rube Goldberg</p> <p>Healthy Choices: Cooking demos, Nutrition Exploration</p> <p>Physical fitness: indoor or outdoor sports, Soccer for Success-Skills and drills</p> <p>Reach out to Community Partners to bring field trip to Students. E.g. Girl Scout Troops, Soccer for Success, Lemon Aid Stands, NBA Math Hoops.</p> <p>Host weekly Virtual Field Trips</p> <p>Deliver a 6 week PBL Art Activity based on Color Theory, Different Art Mediums, Different Genres of Art</p> <p>Incorporating Music into STEM (Producing music, Producing beats, 8 count, etc- reinforcing math)</p> <p>Collaborate with museums to reinforce student's learning and understanding</p>	<p>Weekly check ins with families and students about their needs.</p> <p>Providing them list of resources etc</p> <p>Facilitate Sanford Harmony: SEL skills instruction to help students develop and practice the SEL competencies.</p> <p>Group "circle" restorative discussions</p> <p>Facilitated buddy program</p> <p>Virtual Calming Room and Mindfulness: Daily Check-Ins</p> <p>Daily Check Ins: Yoga Mindfulness, "Wellness" Checks, Individually checking in with families who are not present in distance learning</p> <p>Providing Services to families: Community Resource Posting Board, Connecting them to services, "Resources Round Up"</p> <p>Virtual Family Events: Prevention Awareness, Virtual Family Dance, Family Fitness Hour</p> <p>Parent Check Ins: Coordinate Guest Speaker, online Parent Q/A, Family Academy Style Workshops, Virtual Coffee Connections</p> <p>SEL Lessons: Providing school site specific SEL lessons (I.e. Leader In Me...etc). Listening Circles. School SEL Blog</p>



Proposal for Expanded Learning Program (Distance Learning)

During in-class support, frontline staff will be partnered with teachers to offer small group support. Principals can also choose from the following menu options based on site needs:

Clerical Support	Google Classroom Support	Academics
<p>Calls to students who are not regularly attending</p> <p>Infinite Campus attendance</p> <p>Assemble material packets</p> <p>Support parent communication with parents during office hours or after hours during afterschool</p> <p>Newsletters that include what is happening during the school day and during virtual after school</p> <p>Technical assistance</p> <p>Create and process feedbacks, survey, etc</p> <p>Provide technical support for Distance Learning videos, and computer literacy</p> <p>Monitor, support and schedule students for break out session</p>	<p>GC monitor to post activities; Finding, creating and posting interesting content</p> <p>Being in the GC with the teachers and supporting teachers and students with instruction.</p> <p>Conducting break- out sessions or one on ones for students who need extra assistance</p> <p>Helping keep the class attention during live instruction</p> <p>Added to teacher's google classrooms for support</p> <p>Polling Questions - constant feedback from students and parents</p> <p>Connect various platforms (for example, flip grid, google docs, google calendar, google photos)</p> <p>Google Meet for tutoring</p> <p>Presenting and organizing resources in different ways to help students understand new concepts</p>	<p>Homework Assistance</p> <p>Reinforcing learning activities</p> <p>Literacy: Read Alouds, Creative Writing, and Reader's Theater.</p> <p>Small group chapter/concept review (Math)</p> <p>Practice of high frequency words and spelling (ELA)</p> <p>Recall, Retell, Comprehension (ELA)</p> <p>Small group reading/typing skills (ELA)</p> <p>Exploring real world issues (ex. global warming, animal extinction, natural disasters) (Science)</p> <p>Vocabulary/ Concept review (Math/Science)</p>



Proposal for Expanded Learning Program (Distance Learning)

Purpose

Provide in-class support during teacher led instructional time and Club ASES during after school hours. The Center staff will provide opportunities for students to participate in small group pull-out sessions designed to support their synchronous and asynchronous distance learning. Club ASES provides students with:

- Education and literacy element (foundational skills, classwork support);
- Enrichment (Life Skills, STEM, Art/Crafts);
- Technology/Support;
- Mentoring;
- Recreation and Physical Activity;
- Social Emotional Support.

Population

Grades K-6th grade at 25 elementary and K-8 sites.

Schedule/Program Information

The Center's programming proposes to be divided into two components; in-class support (9:30am-1:00pm) and Club ASES/enrichment activities (2:30pm-4:00pm). Students who attend Club ASES will qualify for the district provided Supper Meal program.

Sample schedule for in-class support: 8am-2pm

Time	Schedule
8:00 am - 9:00 am	Program Manager Administration Time/ Prep
9:00 am - 9:30 am	Team Leader Prep Time/Check In with Program Manager
9:30 am - 1:00 pm	GC support based on teacher needs and Principal goals/plans
1:00 pm - 2:00 pm	Lunch Break

Sample schedule for Club ASES (enrichment): 2pm-5pm

Time	Schedule
2:00 pm - 2:30 pm	Program Manager Administration Time/ Prep
2:30 pm - 2:45 pm	Literacy: Read Alouds at grade level
2:45 pm - 3:00 pm	SEL: Sanford Harmony
3:00 pm - 3:45 pm	Enrichment: e.g. Soccer for Success, Girl Scouts, Arts and Crafts, SEL, STEAM, Literacy, and Healthy Choices and Behaviors. Virtual field trips
3:45 pm - 4:00 pm	Debriefing Learning, Check In, Sign Off
4:00 pm - 5:00 pm	Program Manager Administration Time

AGREEMENT FOR SERVICES

Between

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

Amendment No. 1

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and Sacramento Chinese Community Service Center (“SCCSC”), dated July 20, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse SCCSC for direct services not to exceed **\$5,287,062.43** which represents an increase of **\$244,955.24** to the agreement.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students	Target Days July 27 – August 21, 2020
Summer Learning/Learning Loss Mitigation Funds	Cesar Chavez	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Ethel Philips	\$21,200.00	N/A	16
Summer Learning/Learning Loss Mitigation Funds	Leonardo Da Vinci	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Pacific	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Washington	\$26,000.00	N/A	20


Program	School Name	Contract Amount	Number of Students	Target Days
ASES	A.M. Winn K-8	\$131,305.03	N/A	180
ASES	Abraham Lincoln	\$113,193.99	N/A	180
ASES	Albert Einstein	\$150,925.32	N/A	180
ASES	Bowling Green	\$113,697.07	N/A	180
ASES	California Middle	\$150,774.39	N/A	180
ASES	Camellia Basic	\$113,193.99	N/A	180

ASES	Caroline Wenzel	\$112,741.21	N/A	180
ASES	Cesar Chavez	\$113,193.99	N/A	180
ASES	David Lubin	\$83,473.77	N/A	180
ASES	Earl Warren	\$113,193.99	N/A	180
ASES	Elder Creek	\$285,479.77	N/A	180
ASES	Ethel Phillips	\$113,193.99	N/A	180
ASES	Fern Bacon	\$150,925.32	N/A	180
ASES	Golden Empire	\$113,193.99	N/A	180
ASES	Hubert H. Bancroft	\$97,799.61	N/A	180
ASES	John Bidwell	\$113,193.99	N/A	180
ASES	John Cabrillo	\$113,193.99	N/A	180
ASES	Kit Carson	\$97,401.92	N/A	180
ASES	Martin Luther King, Jr.	\$113,193.99	N/A	180
ASES	Nicholas	\$115,457.87	N/A	180
ASES	O.W. Erlewine	\$113,193.99	N/A	180
ASES	Pacific	\$115,457.87	N/A	180
ASES	Peter Burnett	\$137,191.12	N/A	180
ASES	Pony Express	\$113,193.99	N/A	180
ASES	School of Engineering and Science	\$95,082.96	N/A	180
ASES	Sequoia Elementary	\$113,193.99	N/A	180
ASES	St. Hope Public School 7	\$150,925.32	N/A	180
ASES	Tahoe	\$113,193.99	N/A	180
ASES	Theodore Judah	\$113,193.99	N/A	180
ASES	Washington	\$113,193.99	N/A	180
ASES	Will C Wood	\$150,925.32	N/A	180
ASES	William Land	\$130,399.48	N/A	180
ASES	Woodbine	\$113,193.99	N/A	180
21 st CCLC – After School	Cesar Chavez	\$34,425.00	N/A	180
21 st CCLC – Before School	Cesar Chavez	\$30,600.00	N/A	180
21 st CCLC	Ethel Phillips	\$34,425.00	N/A	180
21 st CCLC	Martin Luther King, Jr.	\$96,390.00	N/A	180
Central Office Funds-Title I	C.K. McClatchy	\$75,000.00	N/A	180
21 st Century ASSETs	American Legion	\$60,000.00	N/A	180
21 st Century ASSETs	Arthur A. Benjamin Health Professions	\$65,000.00	N/A	180
21 st Century ASSETs	Hiram Johnson	\$110,000.00	N/A	180
21 st Century ASSETs	John F. Kennedy	\$110,000.00	N/A	180
21 st Century ASSETs	Rosemont	\$110,000.00	N/A	180
21 st Century ASSETs	Sacramento Charter High	\$110,000.00	N/A	180
CARES Funding	Bowling Green	\$110,766.09	40	156
CARES Funding	John Cabrillo	\$110,766.09	40	156
CARES Funding	Martin Luther King, Jr	\$23,423.06	40	156

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:


DocuSigned by:

CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

12/4/2020

Date

Sacramento Chinese Community Service Center:



Henry Kloczkowski
Executive Director

10-29-20

Date

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of 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 recruit program staff among school site staff and parents.
7. 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.
8. Help recruit students into the program and provide the program access to parents of participating students.
9. 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.
- 10. 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. (Note: All Expanded Learning programs will start virtually due to COVID-19).**
11. Provide Expanded Learning snack that is consistent with requirements of the USDA.
12. Help coordinate custodial and storage needs of the program.
13. Meet regularly with the District contact person, SCCSC site liaison and site administrator to identify program needs, successes and assistance.
14. Provide a “Mid-Year” Partnership Report addressing strengths and areas for improvement for future partnership.

Sacramento Chinese Community Service Center shall:

1. Provide services based on the guidance from CDE. (*Stronger Together: A Guidebook for the Safe Reopening of California’s Public Schools*)
<https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
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. SCCSC’s Expanded Learning plan is attached to this Agreement and SCCSC will be held accountable to follow the plan presented to the District.
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. *(This applies only when staff will work with students in person).*
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or virtual field trips 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.

Learning Hubs: Scope of Services

District is responsible for supporting enrollment process, nutrition, health and safety guidance and training, facilities, guidance on air quality, Personal Protective Equipment (PPE), staff to address health and safety concerns, daily disinfecting/cleaning of classrooms and providing aides for students with special needs.

Sacramento Chinese Community Service Center is responsible for providing staff for minimum of seven hours with a 10 to 1 students to staff ratio, implement health and wellness procedures, implement social distancing plan, supplies such as headphones, printer etc, enforce visitor policy, maintaining small cohorts of students, active screening of staff and students, troubleshoot technology issues for students, daily communication with parents/guardians, enrichment activities, outdoor play, and helping with synchronous and asynchronous learning.

Sacramento Chinese Community Service Center staff will follow all CDPH & SCUSD Guidelines.

The Community Partner will provide the following services:

- Designate a staff person to respond to COVID concerns and liaison with the District contact for COVID; Health Services
- Train Staff, Campers and Families in the following protocols: Training In Collaboration with Health Services
 - Enhanced sanitation;
 - Teach and reinforce hand washing;
 - Avoiding contact with eyes, nose and mouth;
 - Covering coughs and sneezes;
 - Teach Campers to wash hands frequently, including before and after eating, after coughing or sneezing, after they share items, and after using the restroom;
 - Develop routines to regularly and appropriately wash hands at scheduled intervals;
 - Teach campers to use tissue and to cough into tissue or their elbow;
 - Use fragrance free Ethyl alcohol based sanitizer if soap is not available;
 - Limit hand sanitizer use for Campers under age 9 only under adult supervision;
 - Call 1-800-222-1222 for Poison Control if needed.
 - Limit use of playground equipment in favor of physical activities that require less contact with surfaces;
 - Clean and disinfect frequently touched surfaces as possible throughout the day by trained staff;
 - Frequently touched surfaces include:
 - Door handles;
 - Light switches;
 - Sink handles;
 - Bathroom surfaces;
 - Tables;
 - Ensure safe and correct storage and application of disinfectants.
 - Limit sharing of materials and access to other Camper property:
 - To the extent possible limit sharing of equipment, books, games, toys, supplies and other materials;
 - If sharing is allowed, proper cleaning and disinfecting between users;
 - Keep the Camper's belongings separated and individually labeled;
 - Ensure Camper belongings are taken home nightly;
 - Ensure adequate supplies to minimize sharing of high-touch materials (eg: art supplies, equipment);
 - Limit supplies to one cohort at a time;
 - Avoid sharing electronic devices.
 - Ventilation: Open windows, play outside. Follow air quality guidance listed above.

- Social Distancing plan:
 - Limit number of Campers to maintain physical distancing;
 - Minimize contact between staff, families and Campers at beginning and ending of the day:
 - Designate a pick-up and drop-off location;
 - Campers will be picked up and dropped off at the car;
 - Parents/guardians will not exit the vehicle;
 - Use staggered arrival and drop off times.
 - Designate entry/exit routes to minimize the flow of foot and car traffic;
 - Use plexiglass panels as needed;
 - Ensure 6' between seating and desks.
 - Stagger breaks for employees to maintain social distancing.
- Visitors Policy
 - Non-essential visitors, volunteers and activities involving other cohorts are not allowed at this time;
 - No visitors allowed on site at this time;
 - Pick-up and drop-off in designated area
 - Campers will be picked-up/dropped-off
- Cohorts
 - Maintain small groups, in the same location;
 - Cohorts must be a consistent and fixed group of individuals.
 - no more than 16 individuals may be in a cohort (this includes any mix of adults and students).
 - Students and staff from other cohorts may not intermingle;
 - Activities will be redesigned, as needed, to maintain cohorts and social distancing.
 - 1:1 service providers may pull students from a cohort for identified services
- Use of face coverings
 - Follow the CDPH Guidelines for face coverings
 - children ages 2 and older must wear face covering unless otherwise indicated;
 - Teach and reinforce use of face coverings;
 - Teach and reinforce how to wear and clean face coverings;
 - Shields can be used instead of a face covering as long as the wearer has a cloth drape at the bottom of the shield and maintains social distancing;
 - Face covering should not be used on anyone who has trouble breathing, who is unconscious or incapacitated, or is unable to remove the covering without assistance.
- Social and Emotional Well-Being
 - The health and safety of our students is a top priority, including providing a comfortable, safe and welcoming environment.
 - Cohorts should be named with fun or welcoming names - having students name their group could also lend to group cohesion.

- A sense of agency and purpose helps students feel settled and calm - provide daily jobs that students can participate in to build community and cohesion
 - Form daily rituals and routines with students so their day is predictable and structured. Everyone thrives with clear expectations and structure.
 - While the physical space needs to meet health requirements, hang art work, colorful posters or other warm and welcoming greetings to help students feel comfortable.
 - Agree upon ways that students can greet each other and show support without physically touching hands or faces, such as a foot bump, head nod, hand wave, or other appropriate gesture.
 - Schedule time to check-in and identify feelings, with particular emphasis on feeling nervous or anxious about COVID and getting sick. Reach out for additional support for any students or families you are concerned about.
 - If a student expresses thoughts of hurting themselves or wanting to die, which may include verbal statements, written content, artistic expressions, social media postings, etc., immediately follow the 2020-2021 SCUSD Student Suicide Risk Assessment Procedures.”
- Student Health Needs
 - Ensure all staff know if students have specific health needs, such as medications they may take or specific allergies.
 - If medications will be dispensed during programming, staff must receive training on documenting and providing medication.
 - Students with medical conditions that may become life threatening will have an Emergency Care Plan (ECPs). Staff must print out these plans and be familiar with the action steps required in the event of an emergency.
 - Staff must be aware of how to identify an allergic reaction (anaphylaxis). They must know the location of the Epi-Pens on campus and be familiar with how to use them.
 - Staff must know the locations of the Automated External Defibrillator (AED) on campus and understand the basic instructions provided near the AED.

AGREEMENT FOR SERVICES

Between

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

Amendment No. 2

The agreement between Sacramento City Unified School District (“District” or “SCUSD”) and Sacramento Chinese Community Service Center (“SCCSC”), dated July 20, 2020 is hereby amended as follows:

Attachment A of the Agreement is hereby replaced in its entirety with Attachment A of this Amendment.

B. Payment. For provision of services pursuant to this Agreement, District shall reimburse SCCSC for direct services not to exceed **\$5,528,496.77** which represents an increase of **\$241,434.34** to the agreement.

Breakdown:

Program/Funding	School Name	Contract Amount	Number of Students	Target Days July 27 – August 21, 2020
Summer Learning/Learning Loss Mitigation Funds	Cesar Chavez	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Ethel Philips	\$21,200.00	N/A	16
Summer Learning/Learning Loss Mitigation Funds	Leonardo Da Vinci	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Pacific	\$26,000.00	N/A	20
Summer Learning/Learning Loss Mitigation Funds	Washington	\$26,000.00	N/A	20

Program	School Name	Contract Amount	Number of Students	Target Days
ASES	A.M. Winn K-8	\$131,305.03	N/A	180
ASES	Abraham Lincoln	\$113,193.99	N/A	180
ASES	Albert Einstein	\$150,925.32	N/A	180
ASES	Bowling Green	\$113,697.07	N/A	180
ASES	California Middle	\$150,774.39	N/A	180
ASES	Camellia Basic	\$113,193.99	N/A	180

ASES	Caroline Wenzel	\$112,741.21	N/A	180
ASES	Cesar Chavez	\$113,193.99	N/A	180
ASES	David Lubin	\$83,473.77	N/A	180
ASES	Earl Warren	\$113,193.99	N/A	180
ASES	Elder Creek	\$285,479.77	N/A	180
ASES	Ethel Phillips	\$113,193.99	N/A	180
ASES	Fern Bacon	\$150,925.32	N/A	180
ASES	Golden Empire	\$113,193.99	N/A	180
ASES	Hubert H. Bancroft	\$97,799.61	N/A	180
ASES	John Bidwell	\$113,193.99	N/A	180
ASES	John Cabrillo	\$113,193.99	N/A	180
ASES	Kit Carson	\$97,401.92	N/A	180
ASES	Martin Luther King, Jr.	\$113,193.99	N/A	180
ASES	Nicholas	\$115,457.87	N/A	180
ASES	O.W. Erlewine	\$113,193.99	N/A	180
ASES	Pacific	\$115,457.87	N/A	180
ASES	Peter Burnett	\$137,191.12	N/A	180
ASES	Pony Express	\$113,193.99	N/A	180
ASES	School of Engineering and Science	\$95,082.96	N/A	180
ASES	Sequoia Elementary	\$113,193.99	N/A	180
ASES	St. Hope Public School 7	\$150,925.32	N/A	180
ASES	Tahoe	\$113,193.99	N/A	180
ASES	Theodore Judah	\$113,193.99	N/A	180
ASES	Washington	\$113,193.99	N/A	180
ASES	Will C Wood	\$150,925.32	N/A	180
ASES	William Land	\$130,399.48	N/A	180
ASES	Woodbine	\$113,193.99	N/A	180
21 st CCLC – After School	Cesar Chavez	\$34,425.00	N/A	180
21 st CCLC – Before School	Cesar Chavez	\$30,600.00	N/A	180
21 st CCLC	Ethel Phillips	\$34,425.00	N/A	180
21 st CCLC	Martin Luther King, Jr.	\$96,390.00	N/A	180
Central Office Funds- Title I	C.K. McClatchy	\$75,000.00	N/A	180
21 st Century ASSETS	American Legion	\$60,000.00	N/A	180
21 st Century ASSETS	Arthur A. Benjamin Health Professions	\$65,000.00	N/A	180
21 st Century ASSETS	Hiram Johnson	\$110,000.00	N/A	180
21 st Century ASSETS	John F. Kennedy	\$110,000.00	N/A	180
21 st Century ASSETS	Rosemont	\$110,000.00	N/A	180
21 st Century ASSETS	Sacramento Charter High	\$110,000.00	N/A	180
CARES Funding	Bowling Green	\$110,766.09	40	156
CARES Funding	John Cabrillo	\$110,766.09	40	156
CARES Funding	Martin Luther King, Jr	\$23,423.06	40	156

CARES Funding	Hiram Johnson	\$75,398.89	48	107
CARES Funding	Tahoe	\$66,540.38	48	93
CARES Funding	Will C Wood	\$44,423.33	48	107
ASES	Will C Wood	\$18,397.20	In Class Support	86
21 st Century ASSETS	Hiram Johnson	\$28,674.54	In Class Support	86
21 st Century ASSETS	Sacramento Charter High	\$8,000.00	After School Activity	Stipend

All other provisions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed.

District:

DocuSigned by:

Rose Ramos
CC6FE7C204D7402...

Rose Ramos
Chief Business Officer

2/11/2021

Date

Sacramento Chinese Community Service Center:

Henry Kloczkowski
Henry Kloczkowski
Executive Director

1/22/2021
Date

Sacramento City Unified School District and Sacramento Chinese Community Service Center:
Attachment A

DISTRICT shall:

1. Provide support for program evaluation.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the Program Manager of 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.



May 28, 2021

Sacramento City Unified School District Service-Level Agreement Program (SLA)

This agreement provides the Sacramento City Unified School District with the services listed below for the period of one year: July 1, 2021 - June 30, 2022.

Websites covered by this agreement

SCUSD District Website

The Sacramento City Unified School District primary website is currently utilizing the Digital Deployment CMS and is covered under this agreement: www.scusd.org

Individual Schools Websites

In addition to services for the District's primary website, this agreement calls for up to eighty (80) additional schools websites. Additional websites beyond a total of 80 may be added without additional charge by Digital Deployment depending on the District's needs. The following seventy (74) schools are currently utilizing the Digital Deployment CMS and are covered under this agreement:

California Middle School	Matsuyama Elementary School
Cesar E. Chavez Intermediate School	Nicholas Elementary School
Isador Cohen Elementary	West Campus High School
John F. Kennedy High School	Will C. Wood Middle School
William Land Elementary	Family Academy
Martin Luther King, Jr. K-8	H.W. Harkness Elementary School
A.M. Winn Elementary School	John Cabrillo Elementary School
Edward Kemble Elementary	Oak Ridge Elementary School
Genevieve Didion K-8	Rosa Parks Middle School
Hollywood Park Elementary School	Arthur A. Benjamin Health Professions High School

John Still Middle School	C.K. McClatchy High School
Mark Hopkins Elementary School	Earl Warren Elementary School
Peter Burnett Elementary School	Bowling Green - Chacon Language and Science Academy
Sequoia Elementary School	Sutterville Elementary School
Sacramento Pathway to Success	James Marshall Elementary School
Abraham Lincoln Elementary School	Youth Development Support Services
Bowling Green Charter McCoy Academy	Luther Burbank High School
Camellia Basic Elementary School	WorkAbility
Caroline Wenzel Elementary School	Sam Brannan Middle School
John D. Sloat Basic Elementary School	David Lubin Elementary School
Maple Elementary School	Albert Einstein Middle School
O.W. Erlewine Elementary School	Charles A. Jones Career & Education Center
Pacific Elementary School	Elder Creek Elementary School
Tahoe Elementary School	George Washington Carver School of Arts & Science
Washington Elementary School	SUCCESS Academy
Woodbine Elementary School	Susan B. Anthony Elementary School
Clayton B. Wire Elementary School	Caleb Greenwood Elementary School
Ethel I. Baker Elementary School	Sutter Middle School
Ethel Phillips Elementary School	Pony Express Elementary School
Golden Empire Elementary School	Parkway Elementary
Hubert H. Bancroft Elementary School	John Bidwell Elementary School
John Morse Therapeutic Center	Rosemont High School
Joseph Bonnheim Elementary School	Sacramento New Technology High School
Kit Carson Middle School	SCUSD School - Leataata Floyd Elementary
Mark Twain Elementary School	Crocker/Riverside Elementary
Edward Kemble Elementary	Fern Bacon Middle School
Leonardo De Vinci K-8 School	Theodore Judah Elementary School

The Service-Level Agreement Program (SLA)

Digital Deployment is committed to quality, standardization, collaboration, and reliability. We are proud to offer a Service-Level Agreement program (SLA) that delivers support in a way that is consistent with these values.

Our SLA program provides timely responses to support requests, ongoing quality assurance, workshops for ongoing education, highly-available hosting, and routine upgrades that provide new content management features and keep your website performing well for site visitors. It also offers several truly different advantages over traditional hourly bill-for-service agreements:

- An all-inclusive program at a flat rate
- A warranty for issues that may arise with the website, creating a financial incentive for Digital Deployment to build an error-free product. (Compare this to other models which charge to repair problems and resolve issues.)
- Includes continuous development of new features and functionality, ensuring that a Digital Deployment website will not be technologically obsolete in a few years
- Website is continually upgraded with the latest security updates
- Includes ongoing workshops and an interactive knowledge base to better leverage the site's technology and website best-practices
- Automatic enrollment

At the completion of Phase 5, each client is automatically enrolled in the SLA program. Clients are then billed at the beginning of the next month a fixed monthly fee and may cancel at any time.

What's included in the Service Level Agreement program?

- **Site hosting:** Hosting and monitoring of your site, ensuring fast page load times, site stability, and 99.9% uptime.
- **Regular backups and restoration service:** All site content (both application and data) backed up at least once every 24 hours and held for 7 days, enabling "rollback" in the event of corruption or damage to the site.
- **Service-level support responses:** Provides timely responses to support requests within predefined time periods.
- **Site upgrades:** Bug fixes, Drupal security patches, and routine updates to your site.
- **New features:** Install new platform-wide features and improve existing features on a monthly update schedule.
- **Idea forum:** Forum where clients can discuss ideas and collaborate with our developers and product design team for new features or improvements to the CMS. Digital Deployment continuously evaluates discussions of new features and improvements and may develop those that benefit the larger community of clients like you.
- **Mobile platform:** Full mobile functionality for your site - learn more at www.digitaldeployment.com/mobile.
- **Compatibility testing and browser support:** Includes required theme adjustments to accommodate new browsers if necessary.
- **Site effectiveness and traffic analytics:** Allows the tracking of site performance and goals.
- **Personalized training and/or consulting:** One 2-hour session per quarter included, additional available for a fee.

Site hosting. Digital Deployment will provide hosting services for your website at no cost. You can request a backup file of your site at any time, which can be used to upload to a new hosting provider. Our

monitoring services ensure fast page load times, site stability, and 99.9% site uptime (as measured over any 12-month period) for all SLA clients.

Daily backups. All site content (both application and data) is backed up each day and held for 7 days, enabling a fast "rollback" in the event of corruption or serious damage to the site.

Service-level support agreement. Support is defined as getting timely help resolving a problem with normal site operation, including, but not limited to, problems adding content to the site, site errors or warning messages, or any feature that has suddenly stopped working. Problems are reported to Digital Deployment through the client support interface so they are documented and can be quickly assigned to a support technician. Support requests are stored electronically so they are available to any designated person in the organization for later reference. SLA clients will receive a response **within our SLA guidelines** based upon the priority level of each submitted ticket.

Site upgrades. Digital Deployment will install updates to the content management system when appropriate. Exceptions include custom modules, third-party scripts, or modules no longer supported by the open-source community, although such exceptions are rare.

Standard features. Digital Deployment will install new platform-wide standard features and improve existing features at its discretion, on a monthly development cycle. After a new feature has been standardized and thoroughly tested, it will be added to your site at no charge.

Idea Forum. Clients have the ability to request new features or improvements to their sites in our forum. This allows the entire Digital Deployment community to collaborate on the best way to implement new functionality that will benefit multiple clients. SLA clients receive free implementation of the suggestion/feature if it becomes standard.

Mobile platform. The completely custom DD Mobile platform is available only as a service, and only to SLA customers. Clients not on an SLA will still have a website that functions on mobile devices, but they will not have the use of the mobile-enhanced version.

Post-launch accessibility, compatibility, and browser support. Digital Deployment strives to continuously improve the site's structure to better comply with web standards. Upon request, Digital Deployment will provide printed certification from the World Wide Web Consortium (W3C) and content quality.com demonstrating that Client's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web Access Initiative to protect the Client from liability arising from having an inaccessible website. Example of accessibility, compatibility, and browser support issues: When the iPad was released in April 2010, it handled embedded video differently than other devices, such that videos would not play. Digital Deployment worked to resolve the issue at no cost to SLA clients, making uploaded video playable on the iPad a standard feature.

Site effectiveness and traffic analytics. The Client's website will give the Client the ability to create and organize content in such a way to improve search engine rankings and make content on the site more relevant to search terms likely to be used by potential site visitors in search engine queries. Specifically, the Client's website gives Client the ability to create and manage specific language used by search engines to index and rank website content, including visible and invisible "tags" such as keywords and meta-tags (non-visible index terms). This will enable major Internet search engines to better connect potential site visitors to the material on the Client's website. Digital Deployment will update the Google Analytics tracking script on all pages if a new version becomes available, will provide training on how to use Google Analytics for monitoring site traffic to improve understanding of site visitors and their behavior on the Client's website (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines). Digital Deployment will also provide ongoing improvements to the website architecture to optimize for traffic to the site in an effort to improve the site's search rank. This means ensuring the site adheres to best practices: keyword-rich page titles and paths, compliance with web standards, and continually making under-the-hood improvements to the semantic structure of the site.

Ongoing training and knowledge base. Digital Deployment may provide comprehensive in-depth professional development courses and/or webinars on specialized topics including, but not limited to: jumpstart training, content management 101, mobile platform training, publishing best practices, writing for search engine performance, Google Analytics, intro to social media and web 2.0 channels. Workshops are available on a first-come, first-serve basis when offered. Digital Deployment will also provide SLA clients with access to its knowledge base, including frequently updated articles, expert tips and tricks, in-depth help, and industry best practices.

Personalized training and/or consulting. For a fee, additional training and/or consulting is available as online or in-person sessions on any web-related topic relevant to the attendees, depending on the topic, presenter(s), and is subject to Digital Deployment staff availability. Clients must be actively enrolled in an SLA in order to qualify for personalized training or consulting.

Liability. By enrolling in our SLA program, the Client accepts responsibility for the content it publishes on its website and agrees to monitor the site to ensure the content on the site is appropriate and does not pose a risk to the Client. In return, Digital Deployment accepts responsibility for maintaining the website infrastructure and will take reasonable measures to ensure that installed software is kept current, that security patches are applied in a timely manner, and that any problems with the website infrastructure are quickly resolved.

SLA program subject to change. The details of Digital Deployment's SLA program are subject to change. Up-to-date program details are always available at <http://www.digitaldeployment.com/sla>.

Reporting

Each monthly invoice will provide the following information:

- A complete list of all the individual schools currently covered by this agreement
 - School name
 - Sandbox URL
 - Live URL
 - DNS hosted by
 - SCUSD site ID
 - Full site ID
 - CNAME
- All relevant updates to the SCUSD CMS platform

Termination and Reinstatement of SLA

Clients who wish to terminate their SLA may do so at any time with no cancellation fee. If the SLA is terminated, only website hosting will be provided. Services would, therefore, be limited to the following options, *available exclusively by using the contact form at <http://www.digitaldeployment.com/contact>*

- Receiving hosting-related information
- Requesting SLA reinstatement
- The ability to request new features or improvements to their sites. However, non-SLA sites will not be able to receive the new feature or improvement unless they become an SLA site and the improvement becomes standard.

Note that all other aspects of the program, including the mobile platform (which is provided as a service), will not be available if the SLA program is terminated.

Security updates and other updates are not available for hosting only clients and responses to the inquiries mentioned above can be expected by the end of business on the next business day.

Clients who have terminated their SLA and wish to reinstate the program may be subject to a reinstatement fee to cover the development time required to bring their site back up-to-date.

Sustainability and Corporate Social Responsibility. By contracting with Digital Deployment, you are supporting a privately-owned, debt-free small business. We support many of our community's non-profit organizations. We provide living salaries, family-friendly hours, and comprehensive health benefits to all our employees; use energy-efficient and environmentally-friendly technology; and we contribute to the open-source community. Thank you for your support.

Service Agreement

I wish to execute this website Service Level Agreement between Digital Deployment, Inc., and Sacramento City Unified School District to provide the deliverables outlined in this document for a monthly fee of \$8,000.

Sacramento City Unified School District

Date



May 28, 2021

Michael A. Clemmens, CEO
Digital Deployment, Inc.

Date

R 22 - 00374

INVOICE

Acct #: 18004
#INVUS141723

Invoice Generated on 5/28/2021

of

Accounts Payable
Sacramento City Unif Sch Dist
5735 47Th Ave
Sacramento CA 95824

Start Date: 7/1/2021

Due Date: 7/31/2021

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Employee Online Portal, unlimited usage for internal employees	7/1/2021	6/30/2022	18004 Sacramento City Unified S D	\$47,245.34	\$47,245.34
1	Frontline ERP - Client Hosted, unlimited usage for internal employees	7/1/2021	6/30/2022	18004 Sacramento City Unified S D	\$475,049.45	\$475,049.45

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$522,294.79

TOTAL DUE \$522,294.79
by 7/31/2021

ORIGINAL

**AGREEMENT
FOR
SOFTWARE LICENSE
AND
SOFTWARE MAINTENANCE**

AGREEMENT ("Agreement") between ESCAPE TECHNOLOGY, Inc. ("Licensor") and Sacramento City Unified School District ("Customer") on this 1st day of January 2017.

WHEREAS, Licensor is the developer of, and owner of the copyright in, the *Escape Online 5* computer programs and the associated documentation (here, collectively, the "Program"). Said Program consists of various software modules that perform administrative functions in the areas of Finance, Human Resources, Payroll and County Office of Education functionality, for California educational organizations.

I. SOFTWARE LICENSE AGREEMENT, ACCEPTABLE USAGE, TERMS

1.01. *Grant of License.* In consideration of the payments and promises from Customer as specified in this Section, Licensor hereby grants to Customer and Customer accepts a nonexclusive, nontransferable, annually renewable license (the "Software License") to use the Escape module(s), including related documentation, until terminated as provided herein. The Software License conveys neither title to, nor ownership of, the Program to Customer.

1.02. *Acceptable Usage.* Customer is a public entity known as a "Unified School District" (USD). Customer is authorized to provide user access to Program for its own agency. Usage of Program by or for any other agency is prohibited. There is no limit on the number of users that may use Program. Customer agrees that Customer and its employees and agents shall neither transfer, assign, or convey the Software License or the Program to any third party, nor permit the copying for, or use of same, by any third party. Breach of this undertaking by Customer shall constitute a material breach of the Software License by Customer for purposes of paragraph 6.02 (a).

1.03. *Annual License/Maintenance Payments.* Payment for the annual License, and Software Maintenance as described in Section V, are as follows:

Ongoing annual payments will be invoiced each July 1, unless this agreement is terminated as provided in section 6.02:

- \$404,000 annually
 - \$202,000 - prorated amount will be due January 1st 2017 for remainder of 2016/17

Beginning in the 2017/18 fiscal year the California CPI, as defined by School Services, or 2.0%, whichever is greater, shall be added to the previous year's amount. For example, if the California CPI is 3% for 2017/18, the new amount would be \$416,120. In the event of a negative California CPI, the California CPI will not be applied to prior year amounts.

1.03.01 Annual payment for webinars will be \$2,500 (two thousand five hundred dollars) and is due each July 1.

1.03.02 The Escape Online Employee Portal software annual rate is established as \$40,400 or 10% (ten percent) of the Annual Payment as described in paragraph 1.03. Initial payment will be prorated and is due at time of contract signing, \$20,200.

II. INSTALLATION AND TRAINING

2.01. *Initial Installation.* After receipt of payments as specified in paragraph 1.03. Licensor shall perform the setup necessary to initiate a starter database and "system" for Customer's system. This shall include electronic access to all Program documentation provided by Licensor.

2.02. *Billable Services.* Licensor provides professional services such as project management, custom programming, implementation, training, data conversions, and limited network/IT assistance, at published daily rates, typically updated each year. From the date of this agreement, through December 31, 2019 these rates shall be as follows:

2.02.a. *On-Site services.* On-Site services can include any of the professional services including project management, training, implementation and custom development. This rate is \$250 per hour/per person plus \$50 per person per day travel costs.

2.02.b. *At Licensor Services.* Professional services such as database conversions, custom development, software setup, network/IT support, and project management may be performed at Licensor's premises. This rate is \$250 per hour/per person. There are no travel costs charged by Licensor.

2.02.c. *At Licensor Training.* Training performed at Licensor's premises shall be provided at the rate of \$2,000 per day, billed in one-half day increments, for up to ten people. There are no travel costs charged by Licensor.

Customer will be invoiced by Licensor on the first of each month for professional services provided and travel expenses incurred during the previous month. Customer agrees to pay these invoices within 21 calendar days of the invoice date. Customer and Licensor agree that using Licensor's Project Management professional services will result the most expeditious and cost effective implementation. Licensor shall provide not to exceed figures for any professional services it has control over such as project management, custom development or specific data conversion tasks. Licensor does not have control however of the utilization of other professional services and thus does not offer not to exceed figures for them. There are no professional services provided free of charge under this agreement.

2.03. *Customer Requirements.* Customers are required to provide suitable computers for each of their users. Licensor provides current computer configurations suitable for using Program, on their website, www.escapetech.com. Customer shall install Licensor's Escape Online 5 "client program" on each user's computer with configuration information provided by Licensor. The date on which Customer has successfully "logged in" from a client computer to the Program and it is available for usage shall be known as the "Install Date."

III. ACCEPTANCE BY CUSTOMER

3.01. *First Acceptance Testing Period.* The time period from the Install Date to 120 days hence shall be considered the First Acceptance Test Period (FATP). Customer and Licensor agree that the 120 period provides sufficient time for conversion of an acceptable amount of Customer's data, for inclusion in Acceptance Testing. During the FATP, Customer shall perform acceptance testing using Customer's procedures and data, at Customer's site, and shall complete same within the FATP. During this period, Customer shall notify Licensor in writing or email of all defects or errors in the Program. Licensor shall attempt to remedy such defects or errors for retesting by Customer during the FATP. At the conclusion of the FATP, Customer shall provide written notice to Licensor of any remaining defects or errors which constitute a failure of Acceptance Testing. Failure by Customer to provide said notice of defects at the conclusion of the FATP shall constitute acceptance of the Program by Customer.

3.02. *Second Acceptance Testing Period.* At the conclusion of the FATP, if Customer provides written notice of remaining errors or defects, a Second Acceptance Testing Period (SATP) will begin immediately following the FATP. The duration of the SATP shall be 90 days. Additional defects or errors discovered during the SATP shall not become part of the Acceptance Testing. At the conclusion of the SATP, Customer shall provide a written notice of any remaining defects or errors present at the beginning of SATP which remain unresolved and which Customer has determined is a cause to reject Program for failing acceptance testing. Failure by Customer to provide said notice of defects at the conclusion of the SATP shall constitute acceptance of the Program by Customer.

3.03. Termination Upon Failure of Acceptance Testing. In the event Customer rejects the Program for defects at the conclusion of the SATP, Customer may terminate this Agreement by written notice to Licensor within ten (10) days following conclusion of the SATP. Within ten (10) days following said notice of termination, Customer shall destroy all copies of the Program and Program SQL Database resident in Customer's computer system or elsewhere in non-physical format, and shall execute the Non-Use Agreement which is attached as Exhibit A, and incorporated by this reference. Upon completion of the above acts, Customer shall have the right, as its exclusive remedy for failure of the Program to pass the acceptance tests, to receive prompt reimbursement of one hundred percent (100%) of license/maintenance payments under this Agreement. Customer shall not be reimbursed for any professional services such as project management, custom programming or training. Upon such reimbursement, the parties shall be each wholly relieved of, and shall hold each other harmless from, all obligations and duties under this Agreement except for obligations pursuant to paragraph 6.01, relating to confidentiality of proprietary information.

IV. LIMITED WARRANTY AND EXCLUSIONS

4.01. Limited Software Warranty. Licensor warrants for a period of one year from the Acceptance Date as defined in Paragraph 3.02, that the Program software shall be free from significant programming errors.

4.02. Limitation of Remedies. Customer and Licensor agree that Customer shall have two exclusive remedies under this warranty. First, if during the warranty period as defined in Paragraph 4.01, Licensor or Customer shall discover one or more defects or errors in the Program, Licensor shall, at Licensor's sole election and expense, attempt to correct such defect or error by, among other actions, supplying Customer with corrective code or by making such additions, modifications, or adjustments to the Program as may be reasonably necessary to correct the defect or error. Second, if, in Licensor's sole judgment, a significant defect or error in the Program or in the activities of Licensor in installing or servicing the Program prevents Licensor from correcting the defect or error, Licensor may cancel this Software License in its entirety, and Customer shall be entitled to reimbursement for all payments which Customer shall have made to Licensor for this Software License. Customer will not be reimbursed for any custom programming or training. Customer hereby agrees that the tender of such reimbursement by Licensor shall effect a full and complete discharge of all obligations of Licensor under this Software License.

Upon such tender of reimbursement, the parties shall be each wholly relieved of, and shall hold each other harmless from, all obligations and duties under this Software License except for obligations pursuant to paragraph 6.01, relating to confidentiality of proprietary information.

4.03. Limited Warranty of Noninfringement. Licensor represents that, to the best of its knowledge, the development work on the Program performed by Licensor, its employees, and its agents does not infringe any copyright, trade secret or any other third-party proprietary information. Licensor shall defend and hold Customer harmless in any legal proceeding involving a dispute relating to the Licensor's intellectual property right or ownership of the program.

4.04. Exclusions and Limitations. The above limited warranties are the sole and exclusive warranties made to Customer by Licensor. In every other respect the Program is licensed "as is" without warranty as to performance, or any implied warranties, including but not limited to, merchantability or fitness for a particular purpose. Licensor shall not be liable for indirect, special or consequential damages resulting from use of Program, even if Licensor has been notified as to a particular problem or error in Program.

With the exception of Program components designed for modification by Customer, as described in Licensor's published documentation, any unauthorized Customer modification of program files or database schema including views and stored procedures by any means other than use of the program shall automatically void all warranties provided herein. Repairs, modifications, adjustments to the program or data files to correct the defects or errors resulting from such unauthorized actions shall be at the sole expense of Customer. Licensor's corrective services for unauthorized actions described herein shall be provided at the sole election of Licensor, and shall be charged to Customer at Licensor's then standard rates for such services, travel and per diem.

Licensor and Customer agree that the Program is intended to be used exclusively for commercial purposes and is not a consumer good for purposes of federal and state warranty laws.

V. SOFTWARE MAINTENANCE AGREEMENT

5.01. Contents of Software Maintenance Agreement. The introduction, the provisions of paragraphs 5.01 through 6.05, and the signatory clause are the substantive contents of the Software Maintenance Agreement.

5.02. *Services.* In consideration of the annual payments paid by Customer, as described in paragraph 1.03, Licensor agrees to provide the services described in Paragraph 5.04. All charges for services shall be deemed earned in their entirety upon payment.

5.03. *Program Revisions.* Licensor intends to provide Program revisions on an ongoing basis, which enhance or add features, as well as solving operational issues. Licensor shall also provide Program updates in response to new regulations by governmental agencies such as the IRS, EDD, CTC and retirement systems. Customer shall have the right to obtain such program revisions at no charge during the term of this agreement.

5.04. *Service Responsibilities of Licensor.*

(a) *Support and Response Time.* In the event that Customer detects any error, defect or nonconformity in the Program, Licensor shall provide off-site telephone support by calling Licensor's toll free number during the hours of 8:00 a.m. to 5:00 p.m., Pacific time, Monday through Friday, in the form of consultations, assistance, and advice on the use and maintenance of the Program, within one business day, Monday through Friday, of Customer's request therefore. In the event that such problem in the Program is not corrected within one business day, Monday through Friday, of the initiation of such off-site telephone support, the Customer, at the request of Licensor, shall submit to Licensor a listing of output and all other such data, and materials as Licensor reasonably may request in order to reproduce operating conditions similar to those present when the error, defect or nonconformity was discovered. Licensor shall propose temporary work-around procedures, if possible, and shall demonstrate to Customer good faith and diligent initiation and prosecution of corrective measures. Licensor, in its sole discretion, may elect to provide on-site service at Customer's office, as an alternative to requiring Customer to provide output data and other items.

(b) *Customer Error.* In the event of a problem caused by Customer, as opposed to an error, defect or nonconformity in the Program itself, Customer may be required to reimburse Licensor for remedial services, at Licensor's discretion. Such charges will be for time and travel expenses, at Licensor's then standard rates.

5.05 *Custom Modifications.*

Customer requests for custom modifications of the Program will be evaluated in Licensor's sole discretion. Such modifications as Licensor is willing to perform and to support will be provided by Licensor either free of charge per the Software Maintenance Agreement, or at then standard Licensor rates for time and materials, travel and per diem, per decision of Licensor.

5.06 *Limited Service Warranty, Limitation of Remedies, and Exclusions.*

(a) Licensor warrants that, during the effective term of the Agreement, it will maintain the Program so that the Program will be free from material programming errors and from material defects in workmanship that impair Customer's operations. Licensor services will be performed in a timely and professional manner by technicians familiar with the Program and its operation.

(b) Customer and Licensor agree that Customer shall have one exclusive remedy under this limited service warranty. If, in Licensor's sole judgment, a significant defect or error in the Program or in the activities of Licensor in servicing the Program prevents Licensor from maintaining the Program or from correcting any defect or error, Licensor may cancel this Agreement in its entirety, and Customer shall be entitled to reimbursement for all payments which Customer shall have made to Licensor under this Agreement. Customer hereby agrees that the tender of such reimbursement by Licensor shall affect a full and complete discharge of all service obligations of Licensor under this Agreement. Upon timely tender of reimbursement, the parties shall be each wholly relieved of, and shall hold each other harmless from, all servicing obligations and duties under this Agreement only.

VI. GENERAL PROVISIONS

6.01. *Confidentiality of Proprietary Information.* Licensor and Customer acknowledge that all information concerning the other's business, in any form, the Program, related documentation, the database schema, and all copyright and trade secret rights are "Confidential and Proprietary Information". Each party agrees that it will not, during or after the term of the Software License, permit the duplication, use or disclosure of any such Confidential and Proprietary Information by or to any person (other than an employee, agent or representative of the other party who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party in writing. Confidential and Proprietary Information does not include any information which, at the time of disclosure, is in the public domain.

6.02. *Termination.*

(a) *Default.* Each party has the right to terminate this Agreement, the Software License, and/or the Software Maintenance Agreement if the other party breaches or is in default of any obligation hereunder, which default is incapable of cure or which, being capable of cure, has not been cured within seven (7) business days after receipt of notice of such default from the nondefaulting party or within such time as the parties may agree.

(b) *Voluntary Customer Termination.* Customer may choose to voluntarily terminate the Agreement, as of June 30 of any year. Customer shall notify Licensor in writing of such intent prior to April 30 of that year. Customer shall then execute the Non-Use Agreement, which is attached as Exhibit A, and comply with its terms.

(c) *Acts of Insolvency.* If either party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, then said party shall be in default of this Agreement, and this Agreement shall immediately terminate with no further action or notice required.

(d) *Rights and Obligations of the Parties on Termination.* In the event this Agreement is terminated, the rights and obligations of the parties under Paragraph 6.01 shall survive termination.

(e) *Customer Data Option.* In the event of termination, Customer may request a "cleansed" copy of their database which removes Licensor's proprietary information, trade secrets and programming. The fee for this copy will be \$5000 (five thousand dollars).

6.03 *Taxes.* Customer shall be responsible for the payment of all taxes in connection with this Agreement, except for any tax based on Licensor's net income.

Licensor shall provide a copy of sales tax regulation 1502 to Customer. Under current opinion by the Board of Equalization, transactions under this agreement are not subject to sales tax as long as no transfer of tangible property occurs. Program must pass from Licensor to Customer via telecommunications, i.e. utilizing the internet. Any data files required for conversions or other uses must also be transferred via telecommunications. Customer shall not accept tangible property, in the form of CD, tape or other media from Licensor. Licensor shall not accept tangible property, in the form of diskette, tape or other media from Customer. If at any time during a given fiscal year, tangible property is transferred, Customer agrees that fiscal year's payments become subject to tax, and agrees to remit required sales tax to Licensor. Customer further agrees that if the Board of Equalization ever determines that transactions under this agreement are subject to tax, including such taxes back to the origination date of the agreement, Customer shall remit required taxes to Licensor.

6.04. *Notice.* All notices hereunder shall be in writing and shall be deemed delivered upon personal delivery or three (3) days after deposit in the U.S. mail, first class postage prepaid, certified return receipt requested, addressed as follows or as indicated by written notice of change of address:

Licensor:

Escape Technology, Inc.
3721 Douglas Blvd., Suite 250
Roseville, California 95661

Customer:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

6.05. *General.*

(a) *Entire Agreement and Applicable Law.* This Agreement constitutes the full and complete agreement between the parties, and wholly supersedes all representations, negotiations and agreements (whether oral or written) prior to the date hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Venue shall be established in the Placer County Superior Court and no other, unless an alternative venue is mutually agreed to by both parties.

(b) *Severability.* Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

(c) *Waiver.* No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

(d) *Assignment.* Customer shall not assign or subcontract all or any part of this Agreement, or any interest therein, except with the written consent of the Licensor. Licensor may assign or subcontract each and every right and obligation of Licensor under this Agreement on the condition that the assignee or subcontracting party assume, in writing, all obligations of Licensor under this Agreement.

(e) *Parties.* This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and on each of their employees, agents, administrators, successors and assignees.

(f) *Attorneys' Fees.* If any action at law or in equity, or an arbitration, is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief which that party may be entitled.

(g) *Mutual Contribution.* This Agreement has been drafted on the basis of arms length negotiation and mutual contributions by each party and it shall be construed against neither party as the drafter.

(h) *Force Majeure.* Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Force majeure shall not be allowed unless:

1) Within five (5) business days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

2) Within ten (10) business days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Customer of its responsibility to pay for services and goods provided to Customer and expenses incurred on behalf of Customer prior to the effective date of termination.

(i) *Dispute Resolution.* Customer will notify Licensor in writing within fifteen (15) days of becoming aware of a dispute. If Licensor and Customer cannot resolve such dispute within thirty (30) calendar days of Licensor's receipt of written notice from Customer, the following procedure shall apply:

1) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be a person assigned to the project. The set of four (4) individuals consisting of Licensor's Project Manager for this project, Customer's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

2) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a minimum of four (4) four (4) hour sessions during subsequent four (4) business days, unless otherwise mutually agreed. Any resolution shall be in writing and signed by both parties. Such resolution shall constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement or with a court of competent jurisdiction.

Nothing in this Paragraph shall prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

In witness whereof, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized to execute this Agreement.

Date: 12/16/16

LICENSOR:

ESCAPE TECHNOLOGY, Inc.



RAMONA MARSHALL
C.O.O.

CUSTOMER:

GERARDO CASTILLO
CHIEF BUSINESS OFFICIAL



By Gerardo Castillo

Title CBDO

RECEIPT OF REGULATION 1502, SALES TAX CODE

I, Gerardo Castillo, on behalf of the Sacramento City Unified School District, herewith confirm that I have received a copy of California State sales tax code regulation 1502, pursuant to the agreement with Escape Technology, Inc. for Software License and Software Maintenance.

Signed:  _____

By: Gerardo Castillo

Title: Chief Business Officer

Dated: December 23, 2016

EXHIBIT A:
AFFADAVIT OF NON-USE OF PROGRAM

Licensor, Escape Technology, and Customer, _____, entered into an Agreement for Software License and Maintenance dated _____.

This agreement is being terminated as of _____ (the Termination Date) for the following reason:

Customer agrees that as of the Termination Date, all copies of the Program, including but not limited to hard drives, computers, servers, and back-up tapes, will be removed from all Customer premises and its data will no longer be available to Customer's users.

Signed: _____

By: _____

Title: _____

Dated: _____

DO NOT SIGN

R22-00369

Infinite Campus
 NW 6022
 PO Box 1450
 Minneapolis MN 55485-1450
 (651) 631-0000 Ext. 0000

Invoice	ANNUAL033985
Date	7/1/2021
Page	1

Bill To:

Sacramento City Unified School District
 Attn: Accounts Payable
 5735 47th Avenue
 Sacramento CA 95824

Ship To:

Sacramento City Unified School District
 Attn: Accounts Payable
 5735 47th Avenue
 Sacramento CA 95824

Purchase Order No.		Customer ID	Salesperson ID	Payment Terms		
-		SACRAMEN001	EMAIL INVOICES	Due on July 1st		
Ordered	Shipped	Item Number	Description	Unit Price	Ext. Price	
40,711	40,711	0027	License: SIS (7/21-6/22)	\$6.00	\$244,266.00	
40,711	40,711	0029	License: Messenger (7/21-6/22)	\$0.62	\$25,240.82	
1	1	0102	License: Campus Learning - District (7/21-6/22)	\$50,000.00	\$50,000.00	
40,711	40,711	0052	Support: SIS (7/21-6/22)	\$1.20	\$48,853.20	
40,711	40,711	0054	Support: Messenger (7/21-6/22)	\$0.19	\$7,735.09	
40,711	40,711	0002	Application Hosting: SIS Server (7/21-6/22)	\$1.50	\$61,066.50	
1	1	0005	Data Change Tracker (7/21-6/22)	\$7,500.00	\$7,500.00	
1	1	0087	Data Health Check (7/21-6/22)	\$10,000.00	\$10,000.00	
1	1	125	Online Registration Prime: (7/21-6/22)	\$37,500.00	\$37,500.00	
1	1	115	Multi-Language Editor Tool (7/21-6/22)	\$1,500.00	\$1,500.00	
1	1	0061	Escrow (7/21-6/22)	\$500.00	\$500.00	
1.00	1.00	100	Custom Reports Annual Fee: Foster Focus Extracts- Case 367594 (7/21-6/22)	\$325.00	\$325.00	

Subtotal	\$494,486.61
Tax	\$0.00
Total	\$494,486.61

Revised - Student Count
 If you would like to pay this invoice by ACH
 please e-mail accountspayable@infinitecampus.com.
 The prices on the invoice noted are our standard