



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1a

Meeting Date: November 5, 2015

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College and Career Ready Students; Family & Community Engagement;
Safe, Clean & Healthy Schools

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Recommended Bid Awards – Supplies/Equipment

<p>Estimated Time of Presentation: N/A Submitted by: Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist Approved by: José L. Banda, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
A16-00041 California Department of Education	7/1/15 – 6/30/16: Grant funding for Workforce Investment Act, Title II: Adult Education and Family Literacy Act programs. The programs supported by these funds improve employment opportunities and provide training and education to community adults. Achievement in Adult Basic Education, English as a Second Language, General Education Development and Adult Secondary Education is measured through testing. Benchmarks are tracked for future funding opportunities.	\$234,084 No Match

SPECIAL EDUCATION

A16-00039 California Department of Education	7/1/15 – 9/30/17: Mental Health Average Daily Attendance (ADA) Allocation Grant. This federal grant is allocated to Special Education Local Planning Agencies (SELPA) for the specific provision of providing Educationally Related Mental Health Services (ERMHS) to qualified students receiving special education services. This provision of services is pursuant to requirements of the Individuals with Disabilities Act.	\$477,510 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>BUSINESS SERVICES</u>		
A16-00040 James Heberling	11/1/15 – 12/31/16: License Agreement for Trash Can Lifters. SCUSD obtained a patent on a refuse container transporter and lift, invented by James Heberling, a Facilities Maintenance employee. Mr. Heberling would like to manufacture and sell the Trash Can Lifter and is requesting a License from the District to pursue this. Lozano Smith and district staff drafted an Agreement that is acceptable to both parties.	License Fee Revenue (5% of gross receipts from sales of the Units)

YOUTH DEVELOPMENT

SA16-00182
 City of Sacramento,
 Teen Services,
 PASSAGES

8/1/15 – 6/30/16: Develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century after school program at Sam Brannan Middle School. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families in achieving challenging State content standards, and provide opportunities for parents to actively participate in their children’s education.

\$105,000
 After School
 Education &
 Safety/21st
 Century
 Community
 Learning Center
 Funds
 (\$21,000 In-
 Kind Match)

RECOMMENDED BID AWARDS – Supplies/Equipment

Bid No. 150905 Purchase of Vehicles - Nutrition & Operations Departments

Recommendation: Folsom Lake Toyota

Amount: \$257,063.78

Funding Source: Funding is through Nutrition Services (Six Prius vehicles) and Operations Services (Five Prius vehicles & One PreRunner truck)

BIDDER	BIDDER LOCATION	AMOUNT
Folsom Lake Toyota	Folsom CA	\$257,063.78
Elk Grove Toyota	Elk Grove CA	\$290,498.32
Roseville Toyota	Roseville CA	\$312,507357

LICENSE AGREEMENT

FOR

TRASH CAN LIFTERS

This License Agreement (“Agreement”) for certain intellectual property related to a refuse container transporter and lift (“Trash Can Lifter”) is entered into on November 6, 2015 (“Effective Date”) by and between the Sacramento City Unified School District (“Licensor”) and James Heberling (“Licensee”) (collectively, the “Parties”).

RECITALS

A. Licensor owns certain intellectual property including U.S. Patent No. 7,018,155, also identified as Family ID: 36084536 and Application Nos. 10/329,292 and 60355179 (collectively identified as “IP”), for the Trash Can Lifter that Licensor uses at a number of its school sites.

B. Licensee, as an inventor of the Trash Can Lifter, desires to obtain from Licensor a license (“License”) to the IP and use the IP solely for the purposes of manufacturing and selling Trash Can Lifters to the general public. Licensor wishes to grant the License on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter contained, the Licensor and the Licensee agree as follows:

1. Proprietary Rights. Licensee acknowledges and agrees that the rights of whatever nature in the IP are and shall remain the property of Licensor, and nothing in this Agreement shall be construed as assigning or transferring the ownership of any such rights to Licensee or any third party.

2. Grant of License. Reserving its own use of the IP for any purpose whatsoever, Licensor hereby grants Licensee an exclusive, non-transferrable License to use the IP solely for purposes of manufacturing and selling Trash Can Lifters pursuant to the terms of this Agreement. Licensor further hereby grants Licensee the right to copy those aspects of the IP that are fixed in tangible form for the sole purpose of fulfilling its obligations under this Agreement. Licensee’s use or reproduction of the IP or any part thereof that is inconsistent with the terms of this Agreement or that is made without the express written permission of Licensor is strictly prohibited.

3. Reproductions and Copyright Notice. The reproduction of those aspects of the IP that are fixed in tangible form for any purpose other than for use in carrying out Licensee’s obligations under this Agreement is strictly prohibited. All marketing and other copies made by Licensee pursuant to this Agreement shall carry the following

other copies made by Licensee pursuant to this Agreement shall carry the following copyright notice: "Copyright © 2002."

4. License Fee. Beginning in 2015, or when individual units of the Trash Can Lifters are sold (the "Units"), Licensee shall pay Licensor a fee equal to five percent (5%) of gross receipts from sales of the Units within thirty (30) days of the close of each calendar quarter ("License Fee"). For the Initial Term (as defined in Section 12 below), the minimum retail cost per Unit shall be fifteen hundred dollars (\$1,500) or such other amount as agreed to in writing by Licensor. Along with payment, Licensee shall provide Licensor with an accounting of all sales and expenses and any other back-up documentation requested by Licensor to verify payment of the License Fee. Any late payment of the License Fee shall accrue interest at the Federal Discount Rate plus five percent (5%). The License Fee may be subject to an equitable increase to be determined by the Parties on an annual basis, which increase, if any, shall be agreed upon in writing.

5. Licensor Contact. The District's administration of this License shall be coordinated through the Director, Facilities & Maintenance. The District, through the Director, Facilities & Maintenance, shall endeavor to respond to any questions presented by Licensee related to the License within two (2) weeks of receipt.

6. Milestones. During the Initial Term, Licensee shall complete the milestones to the satisfaction of the Licensor as follows:

- a. By June 30, 2016, provide Licensor with a copy of a business and marketing plan for the Trash Can Lifters.
- b. By July 31, 2016, develop and maintain a website promoting the Trash Can Lifters.
- c. By September 30, 2016, manufacture at least one hundred (100) Trash Can Lifters.
- d. By December 31, 2016, attend at least three (3) trade shows or other marketing events to promote the Trash Can Lifters.
- e. By December 31, 2016, sell at least one hundred (100) Trash Can Lifters.

Licensee's failure to complete any of the above milestones by the stated timelines shall be deemed a breach of the Agreement and shall entitle Licensor, in its sole discretion, to terminate the Agreement.

7. Development and Ownership of Derivative Intellectual Property. Other than expressly permitted in writing by Licensor, Licensee shall not make any additions, modifications, adaptations, or other alterations to the IP. Licensee shall submit any proposed modifications to the IP to Licensor for review. At the election of Licensor, any such modification shall become the sole and exclusive property of Licensor.

8. Indemnity for Infringement. Licensor agrees to defend, indemnify and hold Licensee harmless from patent or copyright infringement based upon the IP in the form delivered by Licensor, provided that (i) Licensor is given prompt written notice of

and detailed information as to any such claim, suit or proceeding, and (ii) Licensee agrees to cooperate and provide reasonable assistance in the defense and settlement of such claim. Licensee shall not take any action that might prejudice the Licensor's legal position without Licensor having the option to participate in the defense of such claim, and Licensee shall not settle any such claim or action without Licensor's prior written consent. The foregoing represents the entire warranty by Licensor and the exclusive remedy of the Licensee as to any claimed infringement arising out of or based upon the IP used by Licensee. Licensor shall have no obligation under this Section 8 for or with respect to claims, actions, or demands alleging infringement that arise as a result of (a) modification of the IP by Licensee; (b) use of the IP by Licensee in material breach of the terms of this Agreement; (c) continued allegedly infringing activity by Licensee after Licensee has been notified of the possible infringement; and (d) any defect in the assignment by Licensee to Licensor of the Patent referenced in Recital A above. This Section 8 is further subject to the limitations upon Licensor's liability set forth in Section 9 below.

9. General Indemnity. Licensee agrees to defend, indemnify and hold Licensor harmless from and against any and all claims of any nature whatsoever arising out of or based upon the use of the IP by Licensee or any of its affiliates, or claims by Licensee or any third party related to the manufacture, distribution, sale and subsequent use of Trash Can Lifter Units.

10. Insurance. Licensee shall, to the satisfaction of Licensor, provide proof of insurance including insurance for negligence and product liability, in such amounts approved by Licensor and naming Licensor as an additional insured, with a thirty (30) day notice of cancellation provision. Such insurance shall provide for coverage commensurate with the general indemnity obligations of Licensee under this Agreement. Licensee shall not manufacture any Trash Can Lifters until such insurance has been approved by Licensor and is in effect. Licensee shall submit for approval any insurance documentation and forms as required by Licensor.

11. Accounting and Reporting. The Licensee shall keep, maintain and preserve at its principal place of business during the term of the Agreement and for at least two (2) years following the expiration or termination of this Agreement or any renewals, complete and accurate records and accounts covering all transactions relating to this License granted pursuant to the Agreement, including but not limited to, all fees, invoices, sales receipts, correspondence and all other pertinent records and accounts (collectively referred to as "complete and accurate records and accounts").

12. Term and Termination. The Agreement shall commence on the Effective Date and shall continue for an initial period until December 31, 2016 ("Initial Term"). Thirty (30) days prior to the end of the Initial Term, Licensee shall notify Licensor in writing if it intends to renew the License. Upon such written notice, the License shall renew for an additional year until December 31, 2017. Thereafter, unless either Party provides written notice thirty (30) days before expiration of the term, the Agreement shall renew from year to year until the patent described in Recital A expires on December 22,

2022. In the event that either Party hereto breaches this Agreement and fails to remedy such breach within thirty (30) days after notice thereof, the non-breaching Party shall be entitled to terminate the Agreement upon written notice of such termination. Upon the effective date of termination for breach or expiration by failure to renew, Licensee shall comply with Section 13.

13. Rights and Obligations after End of the Agreement. Upon termination or expiration of this Agreement, all rights granted to Licensee shall terminate immediately and Licensee shall cease its use of the IP. Existing Trash Can Lifter Units available for sale shall be sold and the License Fee paid pursuant to Section 4. Further, Licensee shall: (i) promptly return within five (5) days of such expiration or termination to Licensor the IP and all copies of the IP in its possession or control; (ii) delete all electronic copies of such materials stored on hard drives, CD-ROMs, DVDs, cloud computing environments, external storage devices, or in any other form or manner; (iii) certify in writing by an officer or director of the Party that all copies of the IP have been returned, deleted, and destroyed; and (iv) pay to Licensor all fees and amounts accrued under this Agreement prior to the expiration or termination hereof.

14. Remedies; ADR. Licensee acknowledges and agrees that any violation of this Agreement by Licensee would result in damages to the Licensor that would be difficult to ascertain and would not necessarily result in equitable relief. Accordingly, in the event of breach, Licensor is entitled to promptly seek injunctive or other equitable relief. Otherwise, in the event of any dispute regarding interpretation or enforcement of the Agreement, the Parties shall attempt to mediate the dispute through use of JAMS, AAA or a similar service agreed to by the Parties. In the event mediation is unsuccessful, the Parties agree to submit any dispute to binding arbitration through use of the same organizations.

15. Assignment. The rights granted herein may not be assigned by Licensee by Licensee's acts or by operation of law, without the prior written consent of the District. Notwithstanding the foregoing, Licensee may assign its rights to a business entity in which Licensee has a controlling interest.

16. Entire Agreement. The Agreement constitutes the final and complete understanding between the Parties and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the Parties with respect to the subject matter contained in this Agreement.

17. Execution of Other Documents. The Parties agree to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

18. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California, except for federal law related to patent and copyright law not regulated by state law.

19. Venue. Any action or proceeding seeking equitable relief or confirmation of arbitration awards shall be brought in the Superior Court of the State of California for the County of Sacramento.

20. Notices. Any notices required to be given or made under this Agreement shall be served, given, or made in writing upon the Licensor or Licensee, as the case may be, by personal delivery or registered mail, by facsimile with proof of transmission, or by overnight mail with proof of delivery, to the respective addresses given below or at such address as such Party may provide from time to time in writing.

To Licensee:

James Heberling
9328 Whittmore Drive
Elk Grove, CA 95624

To Licensor:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: Contracts Office

21. Headings; Interpretation. The captions or headings in the Agreement are for convenience only and shall not be interpreted to define, limit or describe the substantive provisions or intent of any provisions or sections of this Agreement. The rule of interpretation that contract provisions are to be strictly construed against the party drafting the contract shall not apply.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Agreement effective as of the day and year first above inscribed.

LICENSEE:

James Heberling

James Heberling

Date

LICENSOR:

Sacramento City Unified School District

By: Gerardo Castillo
Its: Chief Business Officer

Date

AGREEMENT FOR SERVICES**Between****SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning****And****CITY OF SACRAMENTO, TEEN SERVICES**

The Sacramento City Unified School District (“District”) and the CITY OF SACRAMENTO, TEEN SERVICES, PASSAGES PROGRAM (“PASSAGES”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1st, 2015 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage PASSAGES to develop, maintain and sustain programs that offer support services to Sam Brannan Middle School during the critical after school hours to improve the quality of life for families, and improve academic performance and attendance for the students; and

WHEREAS, District and PASSAGES will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) at Sam Brannan Middle School during the 2015-16 school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children 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 after school care for students, and deter tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. PASSAGES shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and adhere to the SCUSD After School Program Manual (located on SCUSD After School Website);

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

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

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of said target, District shall reimburse PASSAGES for direct services not to exceed **\$105,000.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target (178 days)
ASES	Sam Brannan	\$105,000.00	112
Total		\$105,000.00	

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

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, PASSAGES and each of PASSAGES'S 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, PASSAGES shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. PASSAGES will also provide a written endorsement to such policy 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 PASSAGES to the District.

E. Fingerprinting Requirements. PASSAGES **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, PASSAGES 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. Period of Agreement. The term of this Agreement shall be from August 1st, 2015, through June 30, 2016. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The

foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

G. Indemnity. PASSAGES 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, negligence, injury or other causes of action or liability proximately caused by PASSAGES and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. has no PASSAGES 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.

H. 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.

I. 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.

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

K. Entire Agreement. This Agreement constitutes the entire agreement between PASSAGES and 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.

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

M. 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.

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

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

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

DISTRICT:

By: _____ Date _____
Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District

PASSAGES:

By: *Pamela Sloan* Date 10-15-15
Authorized Signature Date

Print Name: Pamela Sloan
Title: Interim Director, Parks & Recreation

Attested By: *Dawn Bullwinkel*
Dawn Bullwinkel
Assistant City Clerk
10-19-15

APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY

Sacramento City Unified School District and PASSAGES: Attachment A

DISTRICT shall:

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

PASSAGES shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by PASSAGES and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. Provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **PASSAGES shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. PASSAGES shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at designated Partnership meetings, Monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the District.

15. Provide at least one full time program manager per program that is employed until end of contract 6/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize the YDSS Quality Assurance tool, or a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
19. Act as liaison with parents in supporting the family literacy and family engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, staff hiring assistance 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 the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes, and assistance needed.

Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
 - Requirements for Safety
 - Medical Protocol
 - Attendance Requirements
 - District Disciplinary Protocol
 - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
 - Adequate supervision
 - 20 to 1 students/staff ratio
 - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
 - Checking and answering emails and phone messages regularly
 - Issues/concerns will be communicated in a timely manner
 - Regular and clear communication with parents via newsletters, phone calls, emails etc.
 - Checking ASP website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
 - Prepared and ready at least 1 hour prior to start of programming.
 - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
 - Have general knowledge of the academic standing of the students in their program.
 - Align after school programs to the regular school day
 - **Each after school program site will have their own program plan based on the needs of their students.**

- Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee.
 - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
 - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
 - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
 - Involving youth in the decision-making process when appropriate
 - Encouraging youth civic engagement
 - Incorporating character education
8. 21st CCLC- After School programs must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with YDSS to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.