



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

**Meeting Date:** November 2, 2017

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

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

**Division:** Business Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion – Facilities Projects

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

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer  
Jessica Sulli, Contract Specialist

**Approved by:** Jorge A. Aguilar, Superintendent

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

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>YOUTH DEVELOPMENT</u></b>		
A18-00048 The California Endowment	<p>10/1/17 – 9/30/18: Promoting Healthy School Environments grant will serve our Men’s and Women’s Leadership Academy students in healthy behaviors for change in school attendance, behavior and connectedness. 300 students will be served during the 2017-2018 school year at McClatchy, Health Professions, Hiram Johnson, Rosemont, American Legion, West Campus, Will C. Wood, Sam Brannan, and Pacific. Objectives of the grant include:</p> <ol style="list-style-type: none"><li>1. Improve overall health outcomes for students and parents by helping them stay on-track for graduation and lower chronic absences<ul style="list-style-type: none"><li>• Completion and training in the Health and Nutrition Curriculum</li><li>• Increase in school attendance rates by 10% for young men and women participating in the MWLA</li><li>• Decrease absences and suspensions by 10% for young men and women participating in the MWLA</li><li>• Increase in school connectedness for young men and women participating in the MWLA as measured through pre-post assessments.</li><li>• At least 10 MWLA youth will receive additional intensive supports in counseling, mental health, health insurance enrollment etc.</li><li>• At least 15 young men and women participating in the MWLA will increase their participation in school and district leadership opportunities as measured by sign-in sheets and teacher/district verification</li></ul></li><li>2. Explore the expansion of the Women’s Leadership Academy (WLA)<ul style="list-style-type: none"><li>• Develop a small learning community of WLA teachers</li><li>• Present the Women’s Leadership Academy to the SCUSD School Board for support</li><li>• Explore curriculum for the WLA</li></ul></li><li>3. Formalize the role of the MWLA Youth Council as an advisory/leadership group equipped to advocate for boys of color within schools, district and local government.<ul style="list-style-type: none"><li>• At least two young men and women will be selected for the MWLA Youth Council stipend positions</li><li>• MWLA Youth Council will present to SCUSD Board to highlight work of MWLA</li><li>• MWLA Youth Council member will attend BHC youth engagement action team meetings</li></ul></li></ol>	\$70,000 No Match

**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>JOHN SLOAT ELEMENTARY</u></b>		
SA18-00265 Conditions for Learning	8/1/17 – 5/31/18: Support John Sloat Elementary educators in aligning to the district's strategic plan, 21st century skills, and Standards-Based Project Based Learning through on-site training and in-class support. <ul style="list-style-type: none"> <li>• Instructional Practices Coaching (Structuring Interaction, Reciprocal Teaching, Formative Assessment and Differentiation)</li> <li>• Development and Implementation of Standards Based Units Of Study and Project Based Learning</li> </ul>	\$109,500 Title I Funds

**APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

<u>ITEM</u>	<u>SITE/DEPARTMENT</u>	<u>TOTAL VALUE</u>	<u>DISPOSAL METHOD</u>
Text Books (old, unusable) 55 pallets	Library / Textbook Services	\$1,000.00	Salvage

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<u>Contractor</u>	<u>Project</u>	<u>Completion Date</u>
BRCO Constructors	DSA Required ADA Improvements at Leonardo da Vinci K-8 School	September 22, 2017
BRCO Constructors	DSA Required ADA Improvements at Crocker Riverside Elementary School	September 22, 2017

**THE CALIFORNIA ENDOWMENT**  
**PROGRAM SUPPORT GRANT AGREEMENT**

Sacramento City Unified School District

EIN 94-6002491

Grant Number 20181653

This Program Support Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

**I. GRANTEE’S STATUS**

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

**II. PURPOSE OF GRANT**

Youth Development Support Services - Promoting Healthy School Environments: To improve the long term health and educational outcomes for K-12 students in Sacramento by promoting preventative health measures, improving social and emotional skills, and developing youth leadership and advocacy skills.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

**III. EXPECTED OUTCOMES OF GRANT**

1. Create systemic mechanisms to identify, case manage and serve children with special health care needs and strengthen mechanisms for school partnerships with our community health providers to support students:

a). Convene at least three Collaborative for Student Health meetings;

b). Following the Draft Recommendations established by the group, create a draft job description for a Sacramento City Unified School District (SCUSD) Health Coordinator to take to the SCUSD Cabinet;

c). Define and establish district goals for student health as well as an accountability plan for these goals.

2. Improve overall health outcomes for students and parents by helping them stay on-track for graduation and lower chronic absences through our efforts with the White House Success Mentors Initiative and the Campaign for Black Male Achievement:

a). Completion and training in the National CARESMentoring program through Campaign for Black Male Achievement;

b). Increase in school attendance rates by 10% for young men participating in the Men's Leadership Academy (MLA);

c). Decrease absences and suspensions by 10% for young men participating in the MLA;

d). Increase in school connectedness for young men participating in the MLA as measured through pre-post assessments;

e). At least 10 MLA youth will receive additional intensive supports in counseling and healing strategies;

f). At least 10 young men participating in the MLA will increase their participation in school and district leadership opportunities as measured by sign-in sheets and teacher/district verification and program development by the Architects of Hope, Be A Man and Campaign for Black Male Achievement partnership.

3. Develop the expansion of the Women's Leadership Academy (WLA):

a). Develop a small learning community of WLA teachers (5);

b). Continue to develop the Girl Inspired conference through the leadership of the WLA Youth Council;

c). Develop curriculum for the WLA through college and career, history and legacy, health and nutrition, developing critical consciousness, good decision making, etc.

4. Formalize the role of the MLA/WLA Youth Council as an advisory/leadership group equipped to advocate for boys & girls of color within schools, district and local government:

a). At least two young men and two young women will be selected for the MLA/WLA Youth Council stipend positions;

b). MLA/WLA Youth Council will present to SCUSD Board to highlight work of MLA/WLA;

c). MLA/WLA Youth Council member will attend BHC youth engagement action team meetings.

5. Build self-management, self-awareness, and relationship-building skills in community members and staff working in Building Healthy Communities (BHC) schools:

- a). Five staff members at five BHC school sites will complete a six-week online Mindfulness training course Pacific, Oakridge, Elder Creek, Ethel Phillips, Father Keith B. Kenny;
- b). Three teachers at six BHC schools will complete a six-week online training on teaching Mindfulness curriculum;
- c). Up to 20 community members will complete a two-hour, six-week Mindfulness Practices course Teachers, counselors, 2 afterschool staff, and 3 Assistant Superintendents who directly supervise schools. The goal this year is to be more intentional about reaching out to our parents and community partners.

**IV. AMOUNT OF GRANT**

\$70,000.00, payable as follows.

\$70,000 upon The Endowment’s receipt of this executed Agreement.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

**V. PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from October 1, 2017 to September 30, 2018, unless otherwise agreed upon in writing by The Endowment.

**VI. TERMS AND CONDITIONS OF GRANT**

Grantee agrees that the grant is subject to the following conditions:

**A. Expenditure of Grant Funds.**

- 1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
- 2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
  - a. carrying on propaganda, or otherwise attempting, to influence legislation, provided that this Section shall not prohibit the use of grant funds for any communication that constitutes nonpartisan analysis, study, or research, or a response to a written request for technical assistance from a government body, as defined in Section 4945 of the Code and regulations thereunder,
  - b. influencing the outcome of any specific public election,
  - c. carrying on, directly or indirectly, any voter registration drive,

- d. inducing or encouraging violations of law or public policy, or
  - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- B. Return of Funds. Grantee shall return to The Endowment any grant funds under the following conditions:
- 1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
  - 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.
- The schedule of due dates for such written reports is:
- Final Report: October 31, 2018
- E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- F. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- G. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to

The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- K. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- L. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee. Grantee shall ensure that every subgrantee, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.
- N. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- O. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- P. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- Q. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.



- R. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- S. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

**VII. ACCEPTANCE OF AGREEMENT**

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

“THE ENDOWMENT”

“GRANTEE”

**THE CALIFORNIA ENDOWMENT,**  
a California nonprofit public benefit corporation.

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

By:   
BCA4FFD699E94C7...

By:   
FE60FB75586B4E2...

Name: Anthony Iton, M.D.

Name: Gerardo Castillo

Title: Senior Vice President

Title: CBO

Date: 10/5/2017 | 2:36 PM PDT

Date: 10/5/2017 | 7:09 PM PDT

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## SERVICES AGREEMENT

**Date:** October 1, 2017 **Place:** Sacramento, California

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

**Recitals:**

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

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

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

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

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

### ARTICLE 1. SERVICES.

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

### ARTICLE 2. TERM.

This Agreement shall commence on August 1, 2017, and continue May 31, 2018, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

### ARTICLE 3. PAYMENT.

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

Fee Rate: \$1500 per day of services as may be requested by District, not to exceed a maximum of 73 days of service. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Nine Thousand, Five Hundred Dollars (\$109,500).

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

#### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

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

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

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

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

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

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

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

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

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

#### **ARTICLE 7. FINGERPRINTING REQUIREMENTS.**

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

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

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 9. INSURANCE.**

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

#### **ARTICLE 10. TERMINATION.**

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

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

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

#### **ARTICLE 11. ASSIGNMENT.**

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

#### **ARTICLE 12. NOTICES.**

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

District:	Contractor:
Sacramento City Unified School District	Conditions for Learning
PO Box 246870	3683 El Segundo Ave
Sacramento CA 95824-6870	Davis, CA 95618
Attn: Jessica Sulli, Contracts	Attn: Jason Knighton

#### **ARTICLE 13. ENTIRE AGREEMENT.**

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

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**ARTICLE 14. CONFLICT OF INTEREST.**

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

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

**ARTICLE 15. NONDISCRIMINATION.**

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

**ARTICLE 16. SEVERABILITY.**

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

**ARTICLE 17. RULES AND REGULATIONS.**

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

**ARTICLE 18. APPLICABLE LAW/VENUE.**

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

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

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

*(Signature page follows)*



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

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**CONDITIONS FOR LEARNING**

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

By: \_\_\_\_\_  
Jason Knighton  
Founder & Educator

11/2/17  
Date

\_\_\_\_\_  
Date



## EXHIBIT A

April 3, 2017

### Conditions For Learning: A Proposal for Services

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

**Submitted by:** Jason Knighton, Conditions For Learning

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

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

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

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

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

Dates	Description	Days/Cost	Total
August 2017-May 2018	<b>On-site Training, Collaborative Planning, and In-class Support for:</b> <ul style="list-style-type: none"><li>• Instructional Practices Coaching (<b>Structuring Interaction, Reciprocal Teaching, Formative Assessment and Differentiation</b>)</li><li>• Development and Implementation of Standards Based <b>Units Of Study and Project Based Learning</b></li></ul>	73 days \$1,500 each	\$109,500

Respectfully submitted,

Jason Knighton  
Founder & Educator  
Conditions For Learning