



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 13.1a

**Meeting Date:** June 6, 2024

**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. Expenditure and Other Agreements
2. Recommended Bid Awards – Supplies/Equipment
3. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

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

**Submitted by:** Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Superintendent

## EXPENDITURE AND OTHER AGREEMENTS

### Restricted Funds

Contractor                      Description    Amount

#### YOUTH DEVELOPMENT

Expanded Learning Program 2023/24      6/26/24 – 8/2/24: Three providers will develop, maintain and sustain expanded learning programming for the 2023-2024 school year. All services will be provided in-person subject to federal, state, and local health and safety regulations pertaining to COVID-19. Site-specific services are included in the attached contracts. Expanded Learning providers are selected through a Request for Qualifications process that includes evaluation by the site and Youth Development. Providers are required to meet enrollment and attendance targets and utilize the Youth Development Quality Assurance tool or a Self-Assessment tool as the monitoring and evaluation device on a monthly basis.

New Contract:  
 Yes  
 No

2023/24 Expanded Learning Contracts	
<b>Empowering Possibilities Unlimited, SA24-00831</b> Sites served: Mark Twain and Rosa Parks	<b>\$125,440</b> ASES and ELOP Funds
<b>Sacramento Chinese Community Service Center, SA24-00837</b> Sites served: Abraham Lincoln, Albert Einstein, Caleb Greenwood, California Middle, Camellia Basic, Caroline Wenzel, David Lubin; Earl Warren, Elder Creek; Ethel Phillips, Fern Bacon, Golden Empire, Hubert Bancroft; John Cabrillo, Leonardo da Vinci; Martin Luther King, Jr., Pacific, Phoebe Hearst; Suy:u; Tahoe, Washington, Will C Wood	<b>\$1,254,400</b> ASES, ELOP, ESSER III Summer Grant, and 21 <sup>st</sup> Century Funds
<b>Rose Family Creative Empowerment Center, SA24-00832</b> Sites served: John Still K-8, Parkway, Susan B. Anthony	<b>\$522,808</b> ASES and ELOP Funds

## RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No.                                      24-25810A Nutrition Services “Mini Meals”

Bids Received:                              May 10, 2024; 2:00 p.m.

Recommendation:                              Taylor Farms Pacific, Inc.

Funding Source:                              Cafeteria Funds

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
Taylor Farms Pacific, Inc.	Tracy, CA.	\$252,194

Rationale: Bid 24-25810A was publicly posted on April 11th and on April 15th in the Daily Journal and Planet Bids. By closing date of May 10, 2024, one (1) bid was submitted. The District recommends the award “Mini Meals” for the Nutrition Services Department.

California Federal Regulation § 2414.408-70 states when only one bid is received in response to an invitation for bids, such bid may be considered and accepted if the Contracting Officer makes a written determination that: (a) The specifications were clear and not unduly restrictive; (b) adequate competition was solicited and it could have been reasonably assumed that more than one bid would have been submitted; (c) the price is reasonable; and (d) the bid is otherwise in accordance with the invitation for bids. All criteria has been met.

**RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No:** 0521-470 West Campus Baseball/Softball  
**Bids received:** May 21, 2024; 2:00 p.m.  
**Recommendation:** Award to D.L. Falk  
**Funding Source:** Measure H

BIDDER	BIDDER LOCATION	AMOUNT
D.L. Falk	Hayward, CA	\$10,243,037
SC Builders	Sunnyvale, CA	\$10,286,100
McGuire Hester	Sacramento, CA	\$10,773,000
Bothman Construction	Santa Clara, CA	\$12,330,000

**Project:** 24-08221 Carpet Cleaning Area 1  
**Recommendation:** Award to Pride Industries  
**Amount/Funding:** ESSER III Funds

BIDDER	BIDDER LOCATION	AMOUNT
Pride Industries	McClellan Park, CA	\$38,572
ABM	Sacramento, CA	\$81,682
Jonco West	Sacramento, CA	\$122,697

Rationale: Bid #24-08221 was publicly posted on April 2<sup>nd</sup> and on April 9<sup>th</sup>, 2024 in the Daily Journal and Planet Bids. By closing date of May 14, 2024, three (3) bids were submitted.

**Project:** 24-08222 Carpet Cleaning Area 2  
**Recommendation:** Award to Pride Industries  
**Amount/Funding:** ESSER III Funds

BIDDER	BIDDER LOCATION	AMOUNT
Pride Industries	McClellan Park, CA	\$32,016
COIT	Sacramento, CA	\$52,528
ABM	Sacramento, CA	\$67,798
Eco Sanitation	Sacramento, CA	\$75,331
Jonco West	Sacramento, CA	\$132,697

Rationale: Bid #24-08222 was publicly posted on April 2<sup>nd</sup> and on April 9<sup>th</sup>, 2024 in the Daily Journal and Planet Bids. By closing date of May 14, 2024, five (5) bids were submitted.

**Project:** 24-08223 Carpet Cleaning Area 3

Recommendation: Award to Pride Industries

Amount/Funding: ESSER III Funds

BIDDER	BIDDER LOCATION	AMOUNT
Pride Industries	McClellan Park, CA	\$30,938
ABM	Sacramento, CA	\$65,515

Rationale: Bid #24-08223 was publicly posted on April 2<sup>nd</sup> and on April 9<sup>th</sup>, 2024 in the Daily Journal and Planet Bids. By closing date of May 14, 2024, two (2) bids were submitted.

**Project:** 24-08224 Carpet Cleaning Area 4

Recommendation: Award to Pride Industries

Amount/Funding: ESSER III Funds

BIDDER	BIDDER LOCATION	AMOUNT
Pride Industries	McClellan Park, CA	\$39,168
ABM	Sacramento, CA	\$82,943
Eco Sanitation	Sacramento, CA	\$92,159

Rationale: Bid #24-08224 was publicly posted on April 2<sup>nd</sup> and on April 9<sup>th</sup>, 2024 in the Daily Journal and Planet Bids. By closing date of May 14, 2024, three (3) bids were submitted.

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

Contractor	Project	Completion Date
3D Technology Services	C.K. McClatchy HS CCTV	4/8/24
Joe’s Landscaping and Concrete	Isador Cohen Security Improvements	5/16/24
Joe’s Landscaping and Concrete	Rosemont HS Security Improvements	5/16/24

**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**and**  
**Empowering Possibilities Unlimited**

The Sacramento City Unified School District (“District” or “SCUSD”) and the Empowering Possibilities Unlimited (“EPU” or “Provider” or “Contractor”) 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 June 17, 2024 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage Empowering Possibilities Unlimited to develop, maintain and sustain summer programs that offer enrichment activities to Mark Twain Elementary and Rosa Parks K-8 supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 24 – August 2. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

**All EPU employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.**

**Contractor is responsible for adhering to all District policies and procedures pertaining to safety and security while being on District’s property. No drugs, alcohol and/or smoking are allowed at anytime at any of the District’s buildings or grounds.**

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. EPU shall adhere to all scope of services outlined in this Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate

the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.

- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

**B. Payment.**

- i. For provision of services pursuant to this Agreement, District shall pay EPU for direct services not to exceed **\$125,440.00** to be made in installments upon receipt of two properly submitted invoices. The first invoice should be submitted during the week of June 24 and the second invoice should be submitted during the week of July 22, 2024. All invoices should be submitted on ELPAT (Expanded Learning Portal). Once the invoices are submitted, District shall review and validate the invoices and remit payment within 30 days of the submission date.
- ii. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.
- iii. Non-submission of accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.

**Summer Programs 2024 Required Hours and Days of Operation**

- Students to Staff Ratio: Agency will provide staffing based on the ratio 16:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include programming from June 24 through July 26 with July 4<sup>th</sup> being off. Four days of training and preparation are included in the total funding.
- Both, Mark Twain and Rosa Parks, programs will start at 8:00 a.m. and close at 5:00 p.m.
- Both programs are funded at \$28 per student per day.

School Name/Program	Total Contract Amount	Number of Students to be Served	Number of Days	Amount from ASES Grant	Amount from ELOP (Expanded Learning Opportunities Program)
Mark Twain Summer Program	\$62,720.00	80	24		\$62,720.00
Rosa Parks Summer Program	\$62,720.00	80	24	\$9,340.00	\$53,380.00
	<b>\$125,440.00</b>			\$9,340.00	\$116,100.00

**Funding Distribution:**

ASES Supplemental Grant = \$9,340.00  
 ELOP for Programming = \$116,100.00

- The agency staff will explore and design enrichment activities that supplement *SummerMatters* curriculum. The agency’s summer work plans should be submitted to the area specialist during the week of June 17, 2024.

- All enrichment activities should focus on providing new experiences and opportunities such as field trips, on site assemblies/presentations and art activities to all students.
- It is required for the agency staff to work closely with the summer site administration to promote attendance and engagement of students in order to reach 85% or above of the contracted average daily attendance for the summer programs.

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

D. **Insurance Requirements**. **Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.**

*Please note: The copy of the insurance must be submitted with the signed contract.*

### **Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than three million dollars (**\$3,000,000**) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by the District. EPU agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The contractor agrees that all staff associated with the agency shall not start working with the students or be at the sites until the district has received the confirmation from California Department of Justice (CADOJ) that the individual's fingerprints have been cleared. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ,

SCUSD shall within 48 hours notify EPU of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, EPU agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

- ii. EPU further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement
- F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. EPU shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney’s fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from June 17, 2024 through July 26, 2024. \*Either Party may terminate this contract without cause upon giving the other Party thirty (30) days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by EPU; (b) any act by EPU exposing the District to liability to others for personal injury or property damage; or (c) EPU is adjudged as bankrupt; EPU makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the EPU's insolvency.
- iii. 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.



Upon termination, Contractor is required to turn in all the documentation (sign in sheets, registration forms, all student information etc) to the District.

- H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:
- i. 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.
  - ii. Accordingly, EPU agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by EPU and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. EPU has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.
- I. Use of Facilities. Neither EPU, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. EPU's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, EPU shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to EPU prior to the execution of this Agreement. EPU is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. EPU shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. EPU waives any claim against the District for damages

relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.

- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. EPU agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Safety, Security, Controlled Substances. The contractor is responsible for adhering to District's policies and procedures pertaining to safety and security while being on District property at any given time. Use of drugs, alcohol, tobacco (including smoking and vaping) is strictly prohibited on school grounds or in any of the District buildings.
- L. No Solicitation. Contractor shall not engage in any sales (including fund raising for students) or the solicitation of business on any District property without the prior approval from the District.
- M. 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.
- N. 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.
- O. Assignment. This Agreement is made by and between EPU and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- P. Entire Agreement. This Agreement constitutes the entire agreement between EPU and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- Q. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- R. 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.
- S. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

- T. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.
- U. Contract Contingent Upon Board Approval. This agreement shall not be bound by the terms of this Agreement until it has been formally approved by the District's Board of Trustees, and no payment shall be made or owed to Contractor without the formal approval. This agreement will be deemed approved once signed by the Chief Business Officer and a purchase order (P.O.) is generated.

**The Contractor shall not start providing services until a P.O. number is generated/provided.**

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Janea Marking  
 Chief Business Officer  
 Sacramento City Unified School District

**AGENCY NAME: EMPOWERING POSSIBILITIES UNLIMITED**

By: Angela Love \_\_\_\_\_ Date 5/1/2024  
 Authorized Signature Date

Print Name: Angela Love

Title: Executive Director

Agency's Public Phone Number: (916) 214-5433

Email Address: angela.love@epuinc.org

Sacramento City Unified School District and Empowering Possibilities Unlimited:  
Scope of Services  
Attachment A

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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 Managers 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 enrichment curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, EPU site liaison and site administrator to identify program needs, successes and assistance.

Empowering Possibilities Unlimited shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21<sup>st</sup> Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual.
4. All Expanded Learning staff are 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 general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period
6. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
7. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds

for termination of this contract. It is required that the contractor maintain the documentation of the program plan for a minimum of five years.

8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities and field trips for the sites individually and collectively.
12. Work collaboratively with the others outside EPU contracted by the District to provide expanded learning 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.
17. Program Manager will meet regularly with the summer school principal..
18. Provide sufficient staffing to maintain a 16:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. EPU will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. 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.
20. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents/community in supporting family engagement.
22. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
23. Other areas as agreed upon by the Parties.

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

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming EPU regarding District expectations.

1. EPU and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating social emotional learning and restorative practices
2. EPU and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse Prevention to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. District Disciplinary Protocol
  - f. SCUSD Wellness Policy
  - g. Cell phone policy, Dress Code
  - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. EPU will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
  - b. Clear, positively stated program rules and expectations.
  - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
  - d. Follow all field trip policies and procedures.
  - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes.
  - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
  - g. While in presence of students or during supervision on the playground, EPU staff should not use cell phones unless it is an emergency.
4. SCUSD – YDSS Area representatives, EPU and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours.
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly

- e. Entering attendance daily in *Infinite Campus*
  - f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
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. Daily check-in with the front office upon arrival.
    - 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.
    - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
  6. In order to support academic achievement, EPU/staff should:
    - a. Have a general knowledge of the academic standing of their students in their program.
    - b. Plan enrichment activities in alignment 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.
  7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
  8. All 21<sup>st</sup> 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.
  9. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
  10. Agencies will participate in all SCUSD's parent and youth voice surveys.
  11. Program managers and team leads will participate in district offered professional development.
  12. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with PRODUCER and INSURED details, including Bender Insurance Solutions and Empowering Possibilities Unlimited, Inc. Includes contact information and insurer names like Philadelphia Indemnity Insurance Company and Lloyds of London.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Umbrella liability follows form over the \$1 million sexual abuse molestation limit

CERTIFICATE HOLDER CANCELLATION

Table for CANCELLATION with fields for CERTIFICATE HOLDER (Mark Twain Elementary) and AUTHORIZED REPRESENTATIVE (signature).



# CERTIFICATE OF LIABILITY INSURANCE

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7/28/2023

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<b>PRODUCER</b> <b>Bender Insurance Solutions</b> <b>516 Gibson Drive</b> <b>Suite 240</b> <b>Roseville, CA 95678</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (916) 380-5300</b>		<b>FAX (A/C, No): (916) 380-5206</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Philadelphia Indemnity Insurance Company</b>			<b>18058</b>
<b>INSURER B : Lloyds of London</b>			
<b>INSURER C : CompWest Insurance Company</b>			<b>12177</b>
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**  
**Empowering Possibilities Unlimited, Inc.**  
**2030 W. El Camino Ave, Ste 210**  
**Sacramento, CA 95833**

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2582695	7/25/2023	7/25/2024	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> <b>SEXUAL PHYSICAL</b> \$ <b>1,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2582695	7/25/2023	7/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			B0621PEMPO001223	7/25/2023	7/25/2024	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b> \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	CW WCP 10007174501	11/15/2022	11/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Umbrella liability follows form over the \$1 million sexual abuse molestation limit**

### Proof of Insurance

### CERTIFICATE HOLDER

### CANCELLATION

<b>Proof of Insurance</b> <b>Proof of Insurance</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



EMPOPOS-01

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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/28/2023

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PRODUCER <b>Bender Insurance Solutions</b> 516 Gibson Drive Suite 240 Roseville, CA 95678	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>(916) 380-5300</b>	FAX (A/C, No): <b>(916) 380-5206</b>
E-MAIL ADDRESS:		
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INSURER A : <b>Philadelphia Indemnity Insurance Company</b>		<b>18058</b>
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INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
**Empowering Possibilities Unlimited, Inc.**  
2030 W. El Camino Ave, Ste 210  
Sacramento, CA 95833

**COVERAGES**

CERTIFICATE NUMBER:

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A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			PHPK2582695	7/25/2023	7/25/2024	EACH OCCURRENCE	\$ 2,000,000	
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					PERSONAL & ADV INJURY	\$ 2,000,000	
	OTHER:							GENERAL AGGREGATE	\$ 3,000,000	
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			PHPK2582695	7/25/2023	7/25/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
		HIRE AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				<input checked="" type="checkbox"/>	BODILY INJURY (Per accident)	\$
		PROPERTY DAMAGE (Per accident)		\$						\$
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	B0621PEMPO001223	7/25/2023	7/25/2024	EACH OCCURRENCE	\$ 2,000,000	
		EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 2,000,000	
	DED		RETENTION \$						\$	
C	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CW WCP 10007174501	11/15/2022	11/15/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y / N				N / A	E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Umbrella liability follows form over the \$1 million sexual abuse molestation limit**

**CERTIFICATE HOLDER****CANCELLATION**

<b>Rosa Parks</b> 2250 68th Ave Sacramento, CA 95822	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2023

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PRODUCER: Bender Insurance Solutions, 516 Gibson Drive, Suite 240, Roseville, CA 95678. CONTACT NAME, PHONE (916) 380-5300, FAX (916) 380-5206. INSURER(S) AFFORDING COVERAGE: Philadelphia Indemnity Insurance Company (18058), Lloyds of London, CompWest Insurance Company (12177).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Additional Insured per attached endorsement(s): Sacramento City Unified School District, its officers, agents and employees, 5735 47th Avenue, Sacramento, CA 95824

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Sacramento City Unified School District, 5735 47th Ave, Sacramento, CA 95824. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Sacramento City Unified School District	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**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” or “Provider” or “Contractor”) 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 June 17, 2024 (“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 summer programs that offer enrichment activities to Abraham Lincoln Elementary, Caleb Greenwood Elementary, Camellia Elementary, Caroline Wenzel Elementary, David Lubin Elementary, Earl Warren Elementary, Elder Creek Elementary, Ethel Phillips Elementary, Golden Empire Elementary, Hubert Bancroft Elementary, John Cabrillo Elementary, Leonardo da Vinci K-8, Martin Luther King Jr. Elementary, Pacific Elementary, Phoebe Hearst Elementary, Suy:u Elementary, Tahoe Elementary, Washington Elementary, Albert Einstein Middle, California Middle, Fern Bacon Middle, and Will C Wood Middle supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 24 – August 2. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires the contractor to be the fiscal sponsor for Youth Development Support Services and pay off invoices for vendors who provide services sporadically (as needed). The District shall pay the contractor equal to the total amount of invoices paid.

**All SCCSC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 *et seq.*, which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.**

**Contractor is responsible for adhering to all District policies and procedures pertaining to safety and security while being on District’s property. No drugs, alcohol and/or smoking are allowed at anytime at any of the District’s buildings or grounds.**

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SCCSC shall adhere to all scope of services outlined in this Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all

expectations outlined in the SCUSD Expanded Learning Program Manual.

- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.
- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

**B. Payment.**

- i. For provision of services pursuant to this Agreement, District shall pay SCCSC for direct services not to exceed **\$1,254,400.00** to be made in installments upon receipt of two properly submitted invoices. The first invoice should be submitted during the week of June 24 and the second invoice should be submitted during the week of July 22, 2024. All invoices should be submitted on ELPAT (Expanded Learning Portal). Once the invoices are submitted, District shall review and validate the invoices and remit payment within 30 days of the submission date.
- ii. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.
- iii. Non-submission of accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.

**Summer Programs 2024 Required Hours and Days of Operation**

- Students to Staff Ratio: Agency will provide staffing based on the ratio 16:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (28) include programming from June 24 through July 26 with July 4<sup>th</sup> being off. Four days of training and preparation are included in the total funding.
- All elementary programs will start at 8:00 a.m. and close at 5:00 p.m.
- All middle school program will start at 8:00 a.m. and close at 12:00 p.m.
- All elementary programs are funded at \$28 per student per day. All middle school programs are funded at \$14 per student per day.

School Name/Program	Total Contract Amount	Number of Students to be Served	Number of Days	Amount from ASES or 21 <sup>st</sup> Century Grant	Amount from ELOP (Expanded Learning Opportunities Program)
Abraham Lincoln	\$62,720.00	80	24	\$25,368.00	\$37,352.00



Caleb Greenwood	\$62,720.00	80	24		\$62,720.00
Camellia	\$62,720.00	80	24	\$17,295.00	\$45,425.00
Caroline Wenzel	\$62,720.00	80	24		\$62,720.00
David Lubin	\$62,720.00	80	24		\$62,720.00
Earl Warren	\$62,720.00	80	24	\$21,620.00	\$41,100.00
Elder Creek	\$62,720.00	80	24		\$62,720.00
Ethel Phillips	\$62,720.00	80	24	\$11,218.00	\$51,502.00
Golden Empire	\$62,720.00	80	24	\$9,340.00	\$53,380.00
Hubert Bancroft	\$62,720.00	80	24	\$11,069.00	\$51,651.00
John Cabrillo	\$62,720.00	80	24	\$9,340.00	\$53,380.00
Leonardo da Vinci	\$62,720.00	80	24		\$62,720.00
Martin Luther King Jr. K-8	\$62,720.00	80	24	\$20,760.00	\$41,960.00
Pacific	\$62,720.00	80	24	\$23,349.00	\$39,371.00
Phoebe Hearst	\$62,720.00	80	24		\$62,720.00
Suy:u	\$62,720.00	80	24		\$62,720.00
Tahoe	\$62,720.00	80	24		\$62,720.00
Washington	\$62,720.00	80	24		\$62,720.00
Albert Einstein	\$31,360.00	80	24	\$12,791.00	\$18,569.00
California Middle	\$31,360.00	80	24	\$17,642.00	\$13,718.00
Fern Bacon Middle	\$31,360.00	80	24	\$31,360.00	
Will C Wood Middle	\$31,360.00	80	24	\$12,453.00	\$18,907.00
	<b>\$1,254,400.00</b>			<b>\$223,605.00</b>	<b>\$1,030,795.00</b>

**Funding Distribution:**

ASES Supplemental Grant (6010) = \$171,485.00

21<sup>st</sup> Century Supplemental (0759) = \$20,760.00

ESSER III Summer Grant = \$31,360.00

ELOP for Programming (2600) = \$1,030,795.00

- The agency staff will explore and design enrichment activities that supplement *SummerMatters* curriculum. The agency's summer work plans should be submitted to the area specialist during the week of June 17, 2024.
- All enrichment activities should focus on providing new experiences and opportunities such as field trips, on site assemblies/presentations and art activities to all students.
- It is required for the agency staff to work closely with the summer site administration to promote attendance and engagement of students in order to reach 85% or above of the contracted average daily attendance for the summer programs.

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, Contractor shall maintain commercial general liability insurance with coverage at

least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

*Please note: The copy of the insurance must be submitted with the signed contract.*

### **Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than three million dollars (\$3,000,000) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

### **E. Fingerprinting Requirements.**

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by the District. 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 contractor agrees that all staff associated with the agency shall not start working with the students or be at the sites until the district has received the confirmation from California Department of Justice (CADOJ) that the individual's fingerprints have been cleared. 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.
- ii. SCCSC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for

termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. SCCSC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from June 17, 2024 through July 26, 2024. \*Either Party may terminate this contract without cause upon giving the other Party thirty (30) days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.
- ii. 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.
- iii. 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.

Upon termination, Contractor is required to turn in all the documentation (sign in sheets, registration forms, all student information etc) to the District.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. 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.

- ii. 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. Safety, Security, Controlled Substances. The contractor is responsible for adhering to District's policies and procedures pertaining to safety and security while being on District property at any given time. Use of drugs, alcohol, tobacco (including smoking and vaping) is strictly prohibited on school grounds or in any of the District buildings.

- L. No Solicitation. Contractor shall not engage in any sales (including fund raising for students) or the solicitation of business on any District property without the prior approval from the District.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- R. 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.
- S. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- T. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.
- U. Contract Contingent Upon Board Approval. This agreement shall not be bound by the terms of this Agreement until it has been formally approved by the District's Board of Trustees, and no payment shall be made or owed to Contractor without the formal approval. This agreement will be deemed approved once signed by the Chief Business Officer and a purchase order (P.O.) is generated.

**The Contractor shall not start providing services until a P.O. number is generated/provided.**

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Janea Marking  
Chief Business Officer  
Sacramento City Unified School District

**AGENCY NAME: SACRAMENTO CHINESE COMMUNITY SERVICE CENTER**

By: Henry Kloczkowski Date 5-3-2024  
Authorized Signature

Print Name: Henry Kloczkowski

Title: President / Executive Director

Agency's Public Phone Number: (916) 442-4228

Email Address: henry@scusc.org

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

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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 Managers 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 enrichment curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper 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.

Sacramento Chinese Community Service Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21<sup>st</sup> Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual.
4. All Expanded Learning staff are 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 general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period
6. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
7. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds

- for termination of this contract. It is required that the contractor maintain the documentation of the program plan for a minimum of five years.
8. 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.
  9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
  10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
  11. Develop special activities and field trips for the sites individually and collectively.
  12. Work collaboratively with the others outside SCCSC contracted by the District to provide expanded learning 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.
  17. Program Manager will meet regularly with the summer school principal..
  18. Provide sufficient staffing to maintain a 16:1 students/staff ratio in grades 1 – 12 classes, and 10 to 1 ratio in TK and K classrooms. SCCSC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
  19. 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.
  20. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
  21. Act as liaison with parents/community in supporting family engagement.
  22. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
  23. Other areas as agreed upon by the Parties.



**District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming SCCSC regarding District expectations.

1. SCCSC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating social emotional learning and restorative practices
2. SCCSC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse Prevention to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. District Disciplinary Protocol
  - f. SCUSD Wellness Policy
  - g. Cell phone policy, Dress Code
  - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. SCCSC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
  - b. Clear, positively stated program rules and expectations.
  - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
  - d. Follow all field trip policies and procedures.
  - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes.
  - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
  - g. While in presence of students or during supervision on the playground, SCCSC staff should not use cell phones unless it is an emergency.
4. SCUSD – YDSS 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

- e. Entering attendance daily in *Infinite Campus*
  - f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
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. Daily check-in with the front office upon arrival.
    - 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.
    - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
  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. Plan enrichment activities in alignment 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.
  7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
  8. All 21<sup>st</sup> 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.
  9. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
  10. Agencies will participate in all SCUSD's parent and youth voice surveys.
  11. Program managers and team leads will participate in district offered professional development.
  12. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Kimberly Chyzy	
All-Cal Insurance Agency		<b>PHONE (A/C, No, Ext):</b> (916) 784-9070	<b>FAX (A/C, No):</b> (916) 784-0158
505 Vernon Street		<b>E-MAIL ADDRESS:</b> kimberly@all-calinsurance.com	
Roseville CA 95678		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Nonprofits' Insurance Alliance of California	<b>NAIC #</b> 011845
<b>INSURED</b>		<b>INSURER B:</b>	
Sacramento Chinese Community Service Center, Inc		<b>INSURER C:</b>	
420 I Street, Suite #5		<b>INSURER D:</b>	
Sacramento CA 95814		<b>INSURER E:</b>	
		<b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** CL238713104      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Improper Sexual Conduct \$ 1,000,000 / 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability - Included			2023-11473	07/28/2023	07/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Professional Liability \$ 1 Million / 3 Million
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			2023-11473	07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Coll Deductible \$ 2,500
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			2023-11473-UMB	07/28/2023	07/28/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Dishonesty Forgery & Alteration			2023-11473-PROP	07/28/2023	07/28/2024	Limit \$ 200,000 Limit \$ 200,000 Deductible \$ 500

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Sacramento City Unified School District is named additional insured regarding the operations of the named insured under their agreement per Form CG 20 10. Nonprofits Insurance Alliance of California is rated as A.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Sacramento City Unified School District 5735 47th Avenue Sacramento CA 95824	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (11473)

POLICY NUMBER: 2023-11473

NAMED INSURED: Sacramento Chinese Community Service Center, Inc.

POLICY CHANGE EFFECTIVE: 07/28/2023

COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY

POLICY CHANGE#: 1

Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 10 Locations - ALL
Sacramento City Unified School District \$0
5735 47th Avenue
Sacramento, CA 95824

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0

Handwritten signature of Pamela C. D.
AUTHORIZED SIGNATURE

08/09/2023

POLICY NUMBER: 2023-11473  
Named Insured: Sacramento Chinese Community Service Center, Inc.

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Glow Insurance Services 548 Market St. San Francisco, CA, 94104-5401	CONTACT NAME: Samad Wahedi	
	PHONE (A/C, No. Ext): (844) 500-4569	FAX (A/C, No):
	E-MAIL ADDRESS: ops@glow.co	
	INSURER(S) AFFORDING COVERAGE	
<b>INSURED</b> SACRAMENTO CHINESE COMMUNITY SERVICE CENTER 420 I STREET, SUITE 5 SACRAMENTO, CA 95814	INSURER A : ProCentury Insurance Company	NAIC # 21903
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

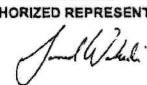
**COVERAGES**

CERTIFICATE NUMBER: WCMPRO518506800-01 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
				WCMPRO518506800	10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**AGREEMENT FOR SERVICES**  
**Between**  
**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**and**  
**Rose Family Creative Empowerment Center**

The Sacramento City Unified School District (“District” or “SCUSD”) and the Rose Family Creative Empowerment Center (“RFCEC” or “Provider” or “Contractor”) 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 June 17, 2024 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to develop, maintain and sustain summer programs that offer enrichment activities to John Still K-8, Parkway Elementary and Susan B. Anthony supporting the *SummerMatters@SCUSD* programs at the above-mentioned schools from June 24 – August 2. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

WHEREAS, the District desires to engage Rose Family Creative Empowerment Center to continue and strengthened its work within the Meadowview neighborhood of Sacramento using Freedom School model at John Still K-8 and Parkway Elementary.

**All RFCEC employees who will be working with students must abide by all local, California, and federal applicable law, including FERPA, 20 U.S.C. 1232g, and Ed. Code section 49060 et seq., which limits personally identifiable student records without parental consent with limited exceptions. All employees who will be working with students in-person or virtually must undergo a criminal background investigation by SCUSD.**

**Contractor is responsible for adhering to all District policies and procedures pertaining to safety and security while being on District’s property. No drugs, alcohol and/or smoking are allowed at anytime at any of the District’s buildings or grounds.**

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. RFCEC shall adhere to all scope of services outlined in this Contract: Terms and Conditions; Attachment A, Scope of Services; Attachment B, Expanded Learning Program Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual.
- ii. District shall adhere to scope of services outlined in Attachment A. District shall provide funding pursuant to Paragraph B directly below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District



shall coordinate the convening of all contractors to facilitate program planning and modifications as reasonably practicable.

- iii. District’s obligation to proceed with the services is conditioned upon the appropriation of state, federal and other sources of funds not controlled by District. District will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of District, the funding is withdrawn.
- iv. District may, by written notice stating the extent and effective date thereof terminate the Agreement for convenience in whole or in part, at any time with 30 days’ notice. District will pay Contractor as full compensation the pro rata Agreement price for performance through the date of termination.

**B. Payment.**

- i. For provision of services pursuant to this Agreement, District shall pay RFCEC for direct services not to exceed **\$522,808.16** to be made in installments upon receipt of two properly submitted invoices. The first invoice should be submitted during the week of June 24 and the second invoice should be submitted during the week of July 22, 2024. All invoices should be submitted on ELPAT (Expanded Learning Portal). Once the invoices are submitted, District shall review and validate the invoices and remit payment within 30 days of the submission date.
- ii. The contractor must provide access to its program and fiscal records for audits and any other state or federal site visits.
- iii. Non-submission of accurate fiscal and program data in a timely manner may have fiscal implications such as withholding of the payments.

**Summer Programs (Freedom School) 2024 Required Hours and Days of Operation**

- Students to Staff Ratio: Agency will provide staffing based on the ratio 10:1. The Program Manager at each site must not be counted in the ratio. Staff must be present 30 minutes before the start time and 30 minutes after the closing time/or until all the students are picked up.
- The total days (29) include programming from June 24 through August 2 with July 4<sup>th</sup> being off.
- John Still and Parkway TK/K programs are funded at \$20 per student per day for 24 days. Four days of training and preparation are included in the total funding. Students to staff ratio is 10 to 1.
- Freedom School will run from 8:00 to 5:00 p.m. TK/K program will run from 8:00 to 3:00 p.m.
- Susan B. Anthony program will run from 8:00 to 5:00 p.m.

**Description of Freedom School**

- The Children’s Defense Fund Freedom School program is proudly rooted in the American Civil Rights Movement and the courageous efforts of college-age youth to make a difference in the lives of young people. Through Collaboration with the Children’s Defense Fund, RFCEC addresses the racial and income-based opportunity gap by engaging students in literacy development, social-emotional development, and providing culturally relevant programming during the critical summer months.

School Name/Program	Total Contract Amount	Number of Days and	Amount from ASES Grant	Amount from ELOP (Expanded Learning Opportunities Program)
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		Students to be Served		
John Still K-8 Freedom School	\$216,604.08	29 Days for 100 Students	\$19,071.43	\$197,532.65
Parkway Elementary Freedom School	\$216,604.08	29 Days for 100 Students		\$216,604.08
Parkway TK/K Summer Program	\$22,400.00	24 Days for 40 Students		\$22,400.00
John Still TK/K Summer Program	\$22,400.00	24 Days for 40 Students		\$22,400.00
Susan B. Anthony	\$44,800.00	24 Days for 80 Students		\$44,800.00
<b>Grand Total</b>	<b>\$522,808.16</b>		<b>\$19,071.43</b>	<b>\$503,736.73</b>

**Funding Distribution:**

ASES Supplemental Grant = \$19,071.43

ELOP for Programming = \$503,736.73

- The agency staff will explore and design enrichment activities that supplement *SummerMatters* curriculum. The agency’s summer work plans should be submitted to the area specialist during the week of June 17, 2024.
- All enrichment activities should focus on providing new experiences and opportunities such as field trips, on site assemblies/presentations and art activities to all students.
- It is required for the agency staff to work closely with the summer site administration to promote attendance and engagement of students in order to reach 85% or above of the contracted average daily attendance for the summer programs.

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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor’s general liability policies shall be primary and shall not seek contribution from the District’s coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.

*Please note: The copy of the insurance must be submitted with the signed contract.*

**Sexual Abuse and Molestation Insurance**

- a. Sexual Abuse and Molestation Insurance is required with limits not less than five million dollars (**\$5,000,000**) per occurrence. This insurance shall cover potential claims of sexual abuse or molestation.
- b. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

E. Fingerprinting Requirements.

- i. As required by SCUSD, all individuals that come into contact with SCUSD students must undergo a criminal background investigation by the District. RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. The contractor agrees that all staff associated with the agency shall not start working with the students or be at the sites until the district has received the confirmation from California Department of Justice (CADOJ) that the individual's fingerprints have been cleared. The agency will be notified upon clearance. Upon receipt of a subsequent arrest notification from DOJ, SCUSD shall within 48 hours notify RFCEC of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- ii. RFCEC further agrees and certifies that any employee providing services directly to any student(s) of SCUSD whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors. Failure to adhere to the terms of this provision is grounds for termination of the Agreement

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code Section 49060, et seq. RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement.

- i. The term of this Agreement shall be from June 17, 2024 through August 2, 2024. \*Either Party may terminate this contract without cause upon giving the other Party thirty (30) days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.
- ii. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by RFCEC; (b) any act by RFCEC exposing the District to liability to others for personal injury or property damage; or (c) RFCEC is adjudged as bankrupt; RFCEC makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the RFCEC's insolvency.
- iii. 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.

Upon termination, Contractor is required to turn in all the documentation (sign in sheets, registration forms, all student information etc) to the District.

H. Indemnity. The Parties understand and agree that certain rights and obligations are governed by California Education Code section 38134(i), which states:

- i. 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.
- ii. Accordingly, RFCEC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by RFCEC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising

out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The Parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The Parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

- I. Use of Facilities. Neither RFCEC, nor its employees, agents, guests nor invitees are authorized to use any other real property or physical improvements to real property, other than the facilities covered by this Agreement. RFCEC's use of the District's facilities shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on recreational activities, or interfere with other potential users' authorized right to use District property. At all times, RFCEC shall comply with the District's rules, regulations, and policies, copies of which are deemed to have been provided to RFCEC prior to the execution of this Agreement. RFCEC is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guests, invitees, and participants, as well as any other individual who may attend or view the contemplated activities at the sites, comply with these requirements. RFCEC shall ensure that the District's property is not altered, modified, or changed in any manner absent the District's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the District, be a basis to immediately terminate this Agreement. RFCEC waives any claim against the District for damages relating to its use of the facilities, including, but not limited to, theft or destruction of the User's property.
- J. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. RFCEC agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.
- K. Safety, Security, Controlled Substances. The contractor is responsible for adhering to District's policies and procedures pertaining to safety and security while being on District property at any given time. Use of drugs, alcohol, tobacco (including smoking and vaping) is strictly prohibited on school grounds or in any of the District buildings.
- L. No Solicitation. Contractor shall not engage in any sales (including fund raising for students) or the solicitation of business on any District property without the prior approval from the District.
- M. 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.
- N. 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.

- O. Assignment. This Agreement is made by and between RFCEC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.
- P. Entire Agreement. This Agreement constitutes the entire agreement between RFCEC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.
- Q. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.
- R. 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.
- S. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- T. Approval/Ratification by Board of Education. To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.
- U. Contract Contingent Upon Board Approval. This agreement shall not be bound by the terms of this Agreement until it has been formally approved by the District's Board of Trustees, and no payment shall be made or owed to Contractor without the formal approval. This agreement will be deemed approved once signed by the Chief Business Officer and a purchase order (P.O.) is generated.

**The Contractor shall not start providing services until a P.O. number is generated/provided.**

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

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Janea Marking  
Chief Business Officer  
Sacramento City Unified School District

AGENCY NAME: ROSE FAMILY CREATIVE EMPOWERMENT CENTER

By: Jackie Rose \_\_\_\_\_ Date 4/30/24  
Authorized Signature

Print Name: JACKIE ROSE

Title: CEO

Agency's Public Phone Number: (916) 376-7916

Email Address: jrose@focusonfamilysacramento.com

Sacramento City Unified School District and Rose Family Creative Empowerment Center:  
Scope of Services  
Attachment A

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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 Managers 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 enrichment curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the Program, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack/supper that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, RFCEC site liaison and site administrator to identify program needs, successes and assistance.

Rose Family Creative Empowerment Center shall:

1. Provide Expanded Learning services according to Expanded Learning Opportunities Program, ASES, and 21<sup>st</sup> Century grant guidelines.
2. The program will establish minimum qualifications for each staff position that at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of Sacramento City Unified School District.
3. Follow the Expanded Learning Procedural Manual. It is the responsibility of the contractor to include SCUSD's Expanded Learning Program Manual information in their trainings. All program managers will have access to the Program Manual.
4. All Expanded Learning staff are 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 general ledgers for each funding resource twice a year. The contractor must submit the first general ledger on or before January 31, 2024 covering July 1 through December 31, 2023 time period. The second general ledger must be submitted on or before July 31, 2024 covering January 1 through June 30 time period
6. The contractor is required to submit documentation of time accounting of their employees. Time accounting or time/effort records are to be submitted twice along with general ledgers.
7. Maintain and retain sign in sheets, registration forms and program activities records throughout the period of the grant. Failure to provide these documents to the District upon request is grounds



for termination of this contract. It is required that the contractor maintain the documentation of the program plan for a minimum of five years.

8. 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.
9. Per District policies and protocol, agency staff will administer required medications prescribed by a student's health care provider/doctor.
10. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
11. Develop special activities and field trips for the sites individually and collectively.
12. Work collaboratively with the others outside RFCEC contracted by the District to provide expanded learning 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.
17. Program Manager will meet regularly with the summer school principal..
18. Provide sufficient staffing to maintain a 10:1 students/staff ratio in Freedom School and TK/K Classrooms. At Susan B. Anthony, students to staff ratio in grades 1-6 is 16:1. RFCEC will provide reports and updates to the District regarding the number of staff, salaries and hours of employment at each of their contracted site upon request.
19. 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.
20. Meeting with the Program Manager and District contact person to identify program needs, successes and areas for assistance.
21. Act as liaison with parents/community in supporting family engagement.
22. Expanded Learning staff will engage/participate in all school site events such as Family Engagement Nights, Fund Raising events, Back to School Night etc.
23. Other areas as agreed upon by the Parties.

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

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming RFCEC regarding District expectations.

1. RFCEC and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
  - a. Creating opportunities for youth-led activities and service learning
  - b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating social emotional learning and restorative practices
2. RFCEC and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Training on Child Sexual Abuse Prevention to all agency staff
  - c. Communication Protocol
  - d. Medical Protocol
  - e. District Disciplinary Protocol
  - f. SCUSD Wellness Policy
  - g. Cell phone policy, Dress Code
  - h. Volunteer Process – Policies, Procedures, Protocols. Agency is required to follow the guidelines set forth in District’s Volunteer Protocol.
3. RFCEC will maintain an environment that is physically and emotionally safe for children/youth and staff at all times during District Learning. This includes:
  - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times - excluding restroom breaks.
  - b. Clear, positively stated program rules and expectations.
  - c. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
  - d. Follow all field trip policies and procedures.
  - e. Using cell phones only as needed to communicate with parents/guardians of children for incident and pickup purposes.
  - f. Absolutely no contact with students through personal phones or social media. Agency cell phones and District or agency’s email should be used to communicate program related information to families and students.
  - g. While in presence of students or during supervision on the playground, RFCEC staff should not use cell phones unless it is an emergency.
4. SCUSD – YDSS Area representatives, RFCEC and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message daily
  - b. Incidents, issues and concerns will be communicated to the district within 24 hours.
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking district (Outlook) email regularly

- e. Entering attendance daily in *Infinite Campus*
  - f. Clean and organized paperwork (e.g. sign-in sheets, registration forms, and other documentation)
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. Daily check-in with the front office upon arrival.
    - 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.
    - d. Adhering to dress code policies in alignment with their school site, site handbook regulations, site administration guidelines and expectations
  6. In order to support academic achievement, RFCEC/staff should:
    - a. Have a general knowledge of the academic standing of their students in their program.
    - b. Plan enrichment activities in alignment 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.
  7. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
  8. All 21<sup>st</sup> 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.
  9. Area representatives will evaluate Expanded Learning programs based on student participation, adherence to the above-mentioned guidelines, and on the analysis of the various assessment tools.
  10. Agencies will participate in all SCUSD's parent and youth voice surveys.
  11. Program managers and team leads will participate in district offered professional development.
  12. Agency will include information about sexual harassment and child sexual abuse prevention (including identifying grooming behaviors) in all new employee orientations as required under applicable state and federal law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Gaines Insurance Agency, Inc. 916-773-8000
CONTACT NAME: Edward M. Gaines
INSURED: Rose Family Creative Empowerment Center, Inc.
INSURER A: Nonprofits Insurance Alliance
INSURER B: Hartford Casualty Insurance Co
INSURER C: Tokio Marine Specialty Ins.Co

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Fidelity Bond.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sacramento City Unified School District, its officers, agents and employees 5735 47th Avenue, Sacramento, CA 95824 is considered an additional insured as respects the general liability and as required by written contract per endorsement CG 20 26 12 19 attached.

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

# NOTEPAD

INSURED'S NAME **Rose Family Creative**

**ROSEF-1**  
**OP ID: LB**

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Date **05/02/2024**

ISC: IMPROPER SEXUAL CONDUCT  
EPLI: EMPLOYMENT PRACTICES LIABILITY INSURANCE  
PROF: SOCIAL SERVICE PROFESSIONAL COVERAGE  
D&O: DIRECTORS & OFFICERS COVERAGE

EMPLOYEE BENEFITS LIABILITY POLICY 44753 EFF 08/21/2023-08/21/2024. LIMITS  
OF LIABILITY \$2,000,000/\$1,000,000. CLAIMS MADE FORM, RETROACTIVE DATE:  
08/21/2022

C: TOKIO MARINE HCC. CYBER LIABILITY. POLICY H22NGP213636-00 EFFECTIVE  
02/28/2024-02/28/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.