

**AGREEMENT FOR SERVICE BETWEEN THE SAN MATEO-FOSTER CITY SCHOOL DISTRICT AND THE BOYS  
AND GIRLS CLUBS OF THE PENINSULA**

This Agreement is made as of this day of May 26, 2022 by and between the San Mateo Foster City School district (“SMFCSD”) and the Boys and Girls clubs of the Peninsula (“CONTRACTOR”) to provide services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. SERVICES**

The CONTRACTOR agrees to provide expanded day academic and enrichment services to students who qualify for a free/reduced lunch as described in the SMFCSD Expanded Day Program and School Minimum Expectations in Attachment A and SMFCSD Expanded Day Policies and Procedures in Attachment B at the following school sites: SAN MATEO PARK

The CONTRACTOR agrees to abide by the Data Sharing MOU as described in Attachment C. Any additional data or changes on data sharing as desired by either party will need Superintendent Approval.

The CONTRACTOR agrees to develop site specific protocols for collaboration within the framework of the program, which may include but are not limited to: technology equipment sharing guidelines, communication protocols, and shared goals and others. Any site specific agreement will be in compliance with this contract and its attachments.

**2. TERM OF AGREEMENT**

The term of this Agreement is from July 1, 2022 through June 30, 2023.

**3. COMPENSATION**

**A. Base Compensation (School Days)**

The CONTRACTOR agrees to perform all of the services of this Agreement during the school days and non-school days as established in the school calendar approved by the Governing Board and for an amount not to exceed \$100,000. Requirements for compensation for the Agreement is described in Attachment B.

For the first year of the agreement, 2022-2023, the San Mateo Foster City School District will be funding the agreement through the utilization of Expanded Learning Opportunities Funds. According to the guidelines for the use of funds, the funds shall be expended for the purposes of actions “that increases the amount of instructional time or services provided to pupils based on their learning needs” (EC Section 43522(b)(1)) and are “accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports.” (EC Section 43522(b)(2))

## **B. Supplemental Compensation (Non-School Days)**

The CONTRACTOR agrees to perform all the services of the Agreement during non-school (intersession) subject to contingency provision in section 18. Requirements for compensation for this Agreement are described in Attachment B. **Student enrollment goals are based on a 6 hour program.**

## **4. PAYMENT**

The CONTRACTOR shall submit an invoice detailing the services performed during the billing period at the end of each semester. The CONTRACTOR is responsible to comply with all state, federal, grant and tax requirements and is the CONTRACTOR'S sole responsibility.

## **5. EQUIPMENT AND MATERIALS**

CONTRACTOR shall provide all equipment, materials, and supplies necessary to perform the academic and enrichment services for the SMFCSD in accordance with the terms, conditions and specifications set forth herein and in Attachments A and B.

## **6. USE OF SUBCONTRACTORS**

CONTRACTOR shall not assign this Agreement or any portion thereof to a third party without the prior written consent of SMFCSD. CONTRACTOR will have a fully executed contract with Boys and Girls Club Program of the Peninsula to reflect the new partnership between agencies at San Mateo Park. CONTRACTOR is solely responsible for the agreement and services performed as an independent contractor and not as an employee of SMFCSD and understands that the CONTRACTOR acquires none of the rights, privileges, powers or advantages of SMFCSD employees. CONTRACTOR will share the agreement with SMFCSD and get consent from families.

7. **LICENSES AND PERMITS:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of the Agreement.

## **8. COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES**

The CONTRACTOR and all subcontractors shall ensure compliance with all state, federal and local laws or rules applicable to the performance of the work required under this agreement and shall execute all necessary certifications of compliance therewith.

## **9. RELATIONSHIP OF THE PARTIES**

CONTRACTOR agrees and understands that the work/services performed under this agreement are performed as an independent contractor and not as an employee of SMFCSD and that CONTRACTOR acquires none of the rights, privileges, powers or advantages of SMFCSD employees.

#### **10. WORKERS COMPENATION INSURANCE**

CONTRACTOR shall have in effect during the entire term of the Agreement worker's compensation and employer liability insurance providing full statutory coverage. In signing the Agreement, CONTRACTOR certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under the Agreement.

#### **11. INSURANCE**

CONTRACTOR shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance and shall protect CONTRACTOR and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims of property damage which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, the Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below;

- Comprehensive General Liability... \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
- Motor Vehicle Insurance.... \$1,000,000 ( to be checked if motor vehicle used in performing services)
- Professional Liability \$1,000,000 (to be checked if Contractor is a licensed professional)

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

#### **12. WAIVER**

No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the agreement.

### **13. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of the Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age or national origin.

### **14. HOLD HARMLESS**

CONTRACTOR agrees to indemnify and defend the Distract and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of CONTRACTOR and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from CONTRACTOR's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

### **15. DISPUTE RESOLUTION**

Should any dispute arise out of this Agreement, the parties should meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. The costs of the mediator, if any, shall be shared equally by the CONTRACTO and SMFCSD. If a mediated settlement is reached, neither party shall be the prevailing party of the purposes of this settlement. Neither party shall be permitted to file legal action without first meeting in mediation and maintaining a good faith attempt to reach a mediated resolution.

### **16. GOVERNING LAW**

This Agreement, including all exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this agreement shall be venued in the County of San Mateo.

### **17. TERMINATION**

SMFCSD may at any time terminate the Agreement upon written notice to CONTRACTOR. SMFCSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination, subject to contingency provision in Section 18. In addition, SMFCSD may terminate this Agreement for cause should CONTRACROR fail to perform any part of its obligations under this Agreement. In the event of termination for cause, SMFCSD may secure the required services from another contractor. If the cost to SMVCSD exceeds the cost of providing the service pursuant to this Agreement, CONSTRACOTR shall pay the additional costs.

**18. HEALTH AND SAFETY ASSURANCE**

CONTRACTOR represents and warrants that it will comply with and be solely responsible for the implementation of the cleaning and disinfection protocol established by the District to control the spread of the novel coronavirus (COVID 19), as detailed in attachment D hereto. CONTRACTO shall provide at its sole cost and expense all equipment and material necessary to implement the COVID - 19 clearing and disinfecting protocol in Attachment D.

**19. COMPLETENESS OF AGREEMENT**

This Agreement constitute the entire understanding the parties and any changes shall be agreed to in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

San Mateo Foster City School District

Contractor: Boys and Girls of the Peninsula

\_\_\_\_\_  
Diego Ochoa, Superintendent

\_\_\_\_\_  
Peter Forenbaugh

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### SAN MATEO FOSTER CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAM POLICIES AND PROCEDURES

#### ATTENDANCE

Attendance policy is dictated by the California Department of Education. Providers will submit a copy of a Salesforce report verifying the numbers they submit and sign a copy of the report agreeing to the reported numbers. In order to have time to review and submit the forms to the state, the forms must be completed by the provider and returned to the Principal on Special Assignment two weeks in advance of the state due date.

#### ATTENANCE FORMS ARE DUE TO THE DISTRICT MONTHLY

Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the reporting period. Each provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Records should be kept for at least 5 years. These records shall be made available to the District at the District's request.

It is the contractor's responsibility to make sure all attendance information is submitted accurately and it is identical to the Salesforce system information.

#### FISCAL:

The Contractor is required to disclose how the funds received from the District were spent.

Each provider shall submit monthly invoices to the District for payment. Invoices should be directed to the Principal on Special Assignment for the After School Programs.

Providers are required to keep accurate fiscal records of expenditures. These records shall be made available to the District at the District's request.

#### STAFFING

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

Volunteers visiting the program for more than 15 days needs to be fingerprinted and tested as well. Volunteers should never be left alone with students.

#### PROGRAMMATIC ALIGNMENT:

Program and site will co-develop programs goals at the beginning of the school year, within provider's program design, mission, and capabilities. Program and site will collaborate in supporting expanded day alignment by facilitating program staff exposure and accessibility to: school day routines and expectations (including classroom visits), teacher emails, school calendar and handbook, among others.

#### EVALUATION

Providers are expected to participate in quarterly meetings with District staff to discuss issues of concern and interest of all providers.

## ATTACHMENT B

### SAN MATEO FOSTER CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAM AND SCHOOL MINIMUM EXPECTATIONS

Provider Expectations:

#### PROGRAM

- Provide expanded day academic intervention and academic enrichment services 5 days a week (Monday through Friday) for a minimum of 3 hours each day for a minimum of 30 weeks while school is in session. Provide academic intervention and enrichment services during the intersession days.
- Provide academic intervention and enrichment services to students who are at risk of retention or who are struggling academically that are identified and referred by the school.
- Provide academic intervention and enrichment services to identified students regardless of family's ability to pay for the program.
- Academic interventions are either instruction, tutoring or homework completion assistance and provided in small groups and in classrooms/small rooms (school must provide adequate space)
- Site Coordinator works with the school to implement a structured system to communicate about homework assignments and know homework requirements for the week. Program will support homework completion to its utmost abilities by creating a conducive supportive learning environment, in a way that helps students improve their learning.
- Enrichment activities are structured and allow students to develop academic and other skills that enrich classroom learning and overall student success
- **Enrichment activities are engaging and fun as reported by students on the student survey.**
- The program has a parent involvement component that minimally includes providing regular communications with parents about program news/events and about individual student challenges and successes.
- **Program and school rules and disciplinary procedures are in alignment.**
- Program can close for up to three days per year for the purpose of providing professional development to program staff. Providers must notify school, parents and families of the planned professional development 30 days in advance to allow ample time or them to make alternative arrangement for their child/children for the after school hours on these designated days.

#### STAFF

- Employ an after school program site coordinator for each site \_\_\_\_\_?
- Maintain an adult-student ratio of 1:20 and ensure that all staff used in this ratio meet the District's minimum qualifications for an instructional aide.
- Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.

## **ATTACHMENT B**

- Program staff will have the following
  - Classroom management skills.
  - Ability to help students with homework by creating a conducive, supportive learning environment, in a way that helps students improve their learning.
  - Cultural competency and sensitivity to the unique needs of the school population.
  - Ability to successfully work with high needs students, including special education students.

### **EVALUATION**

- Participate in the District's after school evaluation, which may include the following:
  - Administration of pre and post student surveys.
  - Participation in the PQA assessment.
  - Share any evaluation data that is collected by individual programs to be included in the District-wide evaluation.

### **PARTNERSHIP/COMMUNICATION**

- Participate in quarterly collaborative after school provider meetings organized by the District.
- Work in partnership with site Principal to develop, implement, and evaluate program.
- Site Coordinator checks in weekly with Principal either in person or by email.
- Site Coordinator provides monthly updated participant lists to Principal.
- There is a structured system in place to share information about specific students and their needs, challenges and accomplishments.
- A referral process is in place that identifies students most in need and most appropriate for the program.
- Work in partnership with school to develop plans to modify programming as needed based on annual evaluation data.
- Any data collected by either party on program quality, including surveys, will be shared.

### **SCHOOL EXPECTATIONS**

- Make time available at appropriate meetings (staff, school site council, etc.) to inform school of the program and facilitate communication.
- Make adequate space available for a full time (a minimum of 30 hours) site coordinator, classroom space for instruction/homework assistance, playground/field and multi-purpose room for recreation and enrichment activities.
- Principal/CS Coordinator meet regularly (a minimum of monthly) with site coordinator on program design, resources and problem solving.
- Recruit teaching staff to be in the program if necessary.
- Facilitate knowledge sharing of academic resources, curriculum foci, school-wide learning opportunities (i.e., health fair, etc.).

- Co-develop and manage referral process into the program and communication process to share information with teachers about specific students.
- Make available parent newsletter for information sharing to parents.

## **ATTACHMENT B**

- Share information regarding students, when pertinent, to facilitate team approach to student's social, emotional, and academic success.
- Work in partnership with provider to develop plans to modify programming as needed based on annual evaluation data.

### **DISTRICT EXPECTATIONS**

- *Administer all state and federal requirements (application, renewals, attendance, contracts).*
- *Develop MOUs (Attachment B) that outline program and partner responsibilities.*
- *Ensure compliance with state and federal requirements and local agreements/MOUs.*
- Facilitate space acquisition, referral process and other program needs at school sites.
- Leverage district resources to facilitate integration between the school day and extended day experiences.
- Support partner resource development and resource sharing among partners.
- Problem-solve with partners as challenges arise.
- Facilitate and support collaborative oversight body.
- Collect and disseminate necessary data to partners as expressed in and limited to the data sharing MOU.
- Support partner fundraising.

Italicized expectations are state/federal requirements

## ATTACHMENT C

### **SAN MATEO-FOSTER CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAM DATA SHARING MOU**

This Memorandum of Understanding (MOU) is made as of May 26, 2022 through June 30, 2023, in the State of California, by and between the San Mateo-Foster City School District (SMFCSD) and the Boys and Girls Clubs of the Peninsula (CONTRACTOR).

Recitals

WHEREAS, SMFCSD maintains pupil records of students that attend schools in its jurisdiction; and

WHEREAS, CONTRACTOR delivered Out-of-School Time (OST) services to certain SMFCSD students and CONTRACTOR requires the below identified data to supports its OST programming; and

WHEREAS, as required by Education Code section 49075, CONTRACTOR will obtain written consent forms authorizing the SMFCSD to share the required student information with CONTRACTOR; and

IN AS MUCH AS academic placement, outcomes, and other student data have been identified as indicators of school success, and such data is often available only after the students no longer participate in CONTRACTOR's programs; and

IN AS MUCH AS eventual and timely high school graduation and college and career readiness are shared objectives of SMFCSD and CONTRACTOR;

NOW, THEREFORE since SMFCSD and CONTRACTOR wish to collaborate to enable CONTRACTOR to obtain data directly from RCSD that may be used to improve student outcomes and measure the success of the work of CONTRACTOR, the Parties agree as follows:

#### **PARENTAL CONSENT**

As required by Education Code section 49075, CONTRACTOR will provide SMFCSD with written parent/guardian consent authorizing CONTRACTOR to access data from that student's school or district education records. No identifiable pupil information will be provided to CONTRACTOR for students who do not provide an appropriate written consent. CONTRACTOR agrees to provide a copy of such oncsents to SMFCSD, and will maintain the originals in its files for five (5) years and make them available to SMFCSD upon its request.

**Consent forms must contain this language:**

I, the parent or legal guardian for \_\_\_\_\_, hereby give my permission to the San Mateo-Foster City School District (SMFCSD) to release information from my child's education records (listed below) to authorized staff from the (CONTRACTOR), to support the Out-Of-School Time services provided to my child. Additionally, I grant permission for teachers, counselors and other school staff to verbally

## **ATTACHMENT C**

communicate any academic information regarding my child to the representatives of CONTRACTOR in order to best support my child's achievement. I authorize the SMFCSD to share the following categories of information with CONTRACTOR:

- State-assigned Student ID# - SSID
- School ID
- EL designations
- CAASP/SBAC scores
- Beginning of year, middle of year, and end of year reading and math proficiency levels
- Beginning of year, middle of year, and end of year reading and math performance bands
- 6<sup>th</sup>-8<sup>th</sup> grade students' GPA
- Student attrition and retention (students' start and end dates in district)
- Attendance (tardies, absences) – Number (#) of instances
- Behavior referrals (#) of instances
- Student and Family/caregiver names and contact information
- Student grades, assignments and other educational information such as quiz/test schedules, handouts and other relevant information to assist with learning support

I further authorize the SMFCSD to provide CONTRACTOR with real-time access to the above-listed information through its electronic student information system, Aeries.

This authorization is valid for as long as my student receives services from CONTRACTOR, unless my consent is revoked earlier in writing.

### **TIMING OF DATA REQUEST AND RETURN**

CONTRACTOR runs its programs during the school year and the summer. Therefore, it will be able to submit a unified annual data request in June, September, December and March of each year (including for students who participated over the previous school year and/or summer). The data requests will be submitted by the 1<sup>st</sup> day of the months identified. CONTRACTOR will compile its data request electronically. CONTRACTOR will also share its set of student data with the District in August/September, January, and June. SMFCSD will provide the data in the form of an Excel document. The Excel document will include two sheets – one for the CONTRACTOR list of students who have returned signed consent forms authorizing the release of certain student information, and one for all students in the District, with personally identifying information removed. The data for all students in the District will be used to create comparison groups and will only be reported in the aggregate. SMFCSD will return the required data to CONTRACTOR by the 30<sup>th</sup> day of the months identified.

Additionally, CONTRACTOR will have access to limited student information for those students for whom CONTRACTOR has provided a signed consent form, as set forth above. This feature will give

CONTRACTOR the ability to access real-time data on each individual student in order to provide academic support and case management services. Principals and teachers must share student assignments, grades and other educational information with CONTRACTOR, upon CONTRACTOR's request. Principals and teachers must also share student and family names and other contact

## ATTACHMENT C

information with CONTRACTOR upon CONTRACTOR'S request, for those students who have not opted out of such data sharing.

- **Students Identified in Data Request**

CONTRACTOR will provide the following information on each student in an Excel File:

- First name
- Last name
- Grade
- School
- Date of birth

CONTRACTOR will also send a copy of the student's data release form to THE DISTRICT.

SMFCSD will provide the following data to CONTRACTOR for each student for whom CONTRACTOR has returned a signed authorization (AS2):

- State-assigned Student ID # - SSID
- School ID
- EL designations
- CAASPP/SBAC scores
- Beginning of year, middle of year, and end-of-year reading and math proficiency levels
- Beginning of year, middle of year, and end-of-year reading and math performance bands
- 6<sup>th</sup>-8<sup>th</sup> grade students' GPA
- Student attrition and retention (students' start and end dates in district)
- Attendance (tardies, absences) – Number (#) of instances
- Behavioral referrals (#) of instances
- Student and Family/caregiver names and contact information
- Student grades, assignments and other educational information such as quiz/test schedules, handouts, and other relevant information to assist with learning support

SMFCSD will provide the following aggregate, de-identified student data by school and by grade level to CONTRACTOR:

- Aggregate percent of students on Free and Reduced Lunch

Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), the SMFCSD may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the removal of all personally identifiable information.

CONTRACTOR will provide the following data to SMFCSD, if produced:

- Stakeholder survey results (August, January, June)
- Student engagement surveys

## **ATTACHMENT C**

- Let's Go Learn Reading and Math Assessment results (September, January, June)
- Youth Truth survey results (June)
- Other program quality assessments equivalents

### **AUTHORIZED REPRESENTATIVE PROVIDER**

CONTRACTOR will submit to SMFCSD on an annual basis, the name or names of people in CONTRACTOR who are authorized to participate in data share with SMFCSD. The authorizing document will be generated by the Executive Director or equivalent. In the event there is a change in Executive Director, CONTRACTOR is required to re-execute this MOU.

List of Authorized Individuals (Name, Position):

### **USE OF DATA**

CONTRACTOR warrants and agrees that the identifiable student data shared pursuant to this MOU shall be stripped of all individual identifiers before CONTRACTOR uses it in reports and for other institutional purposes, which may include, but are not limited to outcomes or similar reports.

As required by Education Code section 49075, CONTRACTOR is hereby notified that the transmission of identifiable student information provided pursuant to this MOU to others without the written consent of the parent is prohibited.

### **DATA SECURITY**

CONTRACTOR agrees to maintain appropriate network and other data security to protect any SMFCSD student data in its possession. CONTRACTOR agrees to notify SMFCSD as soon as reasonably practicable if it has any reason to believe there has been a breach of security relevant to the data subject to this MOU, and any data has been lost, tampered with, or otherwise illegally accessed.

### **OWNERSHIP OF DATA**

SMFCSD will continue to maintain ownership of its source data. CONTRACTOR agrees that it will not alter SMFCSD source data, and that SMFCSD is not responsible for any errors therein.

### **AGREEMENT**

This MOU may be executed in one or more counterparts, all of which taken together shall constitute one MOU. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose provided, that the original signature pages are forwarded promptly to each party. This

MOU will be in full force and effect from the date(s) of signing for one (1) year [AS4], or until such time as CONTRACTOR no longer delivers OST programming to SMFCSD students.

The Parties agree to make a good faith effort to resolve informally, any and all differences arising between them in the interpretation or performance of this MOU.

### **ATTACHMENT C**

The individuals executing this MOU on behalf of the Parties each represent and warrant that they have the legal power, right and actual authority to bind their respective organizations to the terms and conditions hereof.

IN WITNESS WHEREOF, the Parties hereto on the day and year written below have executed this MOU.

San Mateo-Foster City School District

Contractor

\_\_\_\_\_  
Diego R. Ochoa  
Superintendent

\_\_\_\_\_  
Boys and Girls of the Peninsula  
401 Pierce Road  
Menlo Park, CA 94301

Date: \_\_\_\_\_

Date: \_\_\_\_\_