

## SAN RAFAEL CITY SCHOOL DISTRICT

### INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 8<sup>th</sup> day of June 2015, between the San Rafael City School District ("District") and BELL Building Educated Leaders for Life ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of such special services and advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services" or "Work"):
2. **Term.** Contractor shall commence providing services under this Agreement on June 22<sup>nd</sup>, 2015, and will diligently perform as required and complete performance by July 24<sup>th</sup>, 2015.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certificate
<u>  X  </u>	Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>      </u>	W-9 Form

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed One Hundred Forty Nine Thousand Nine Hundred Sixty Five Dollars (\$149,965.00). District shall pay Contractor according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District

for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the

Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

## **12. Termination.**

12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

12.2. **With Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Contractor; or

12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed(s) the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4. At the time of any termination of the contract, all District employee data shall be

returned to the District and all District employee information shall be purged from the contractor's system and records.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon

Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code Section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

San Rafael City School District.  
310 Nova Albion Way  
San Rafael, CA 94903  
ATTN: Ms. Chris Thomas  
Chief Business Officer

**Contractor**

BELL Building Educated Leaders for  
Life  
60 Clayton Street  
Dorchester, MA 02122  
ATTN: Antonio Battaglia  
Chief Operating Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in California in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any

subsequent breach of the same or any other term, covenant, or condition herein contained.

**28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**San Rafael City School District**

Date: \_\_\_\_\_, 20\_\_\_\_

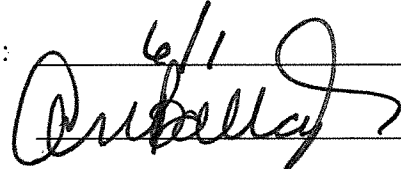
By: \_\_\_\_\_

Print Name: Christine Thomas

Its: Chief Business Official

**BELL Building Educated Leaders for Life**

Date: 6/1, 2015

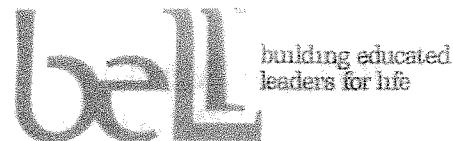
By: 

Print Name: Antonio Battaglia

Its: Chief Operating Officer.



## BELL SUMMER PARTNERSHIP AGREEMENT



San Rafael City Schools: San Rafael City Schools (hereafter "SRCS" or "The District")

Year: 2015

The following is a binding agreement (the "Agreement") by and between San Rafael City Schools and BELL (Building Educated Leaders for Life) (hereafter BELL), a non-profit corporation with its principal office located at 60 Clayton Street, Dorchester, MA 02122. BELL will provide Educational Services to 200 students currently attending San Rafael City Schools. The BELL Summer program will take place at Davidson Middle School and will serve students currently in grades listed and configurations determined collaboratively by the school(s) and BELL (see Appendix A).

WHEREAS BELL's mission is to transform the academic achievements, self-confidence, and life trajectories of children living in under-resourced, urban communities;

WHEREAS BELL operates expanded learning programs that include academic instruction, social and cultural enrichment, and community engagement for elementary and middle school students currently in grades K through 8;

WHEREAS BELL's program models are designed to build academic skills in reading and in math and to encourage positive youth behavior and improved self-image;

WHEREAS BELL collaborates with schools and school districts as partners, BELL and its partners enter into this agreement with a willingness to share information, share responsibilities, and share financial responsibility to benefit scholars;

WHEREAS the aim of BELL's Summer program is to achieve at least one (1) month gain in scholar outcomes in reading and math at the end of any one (1) of the BELL Summer programs that is conducted pursuant to this Agreement;

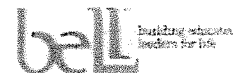
Pursuant to the conditions stated herein, BELL agrees to provide to San Rafael City Schools students ("students" or "scholars") Summer Learning program (the "Services") in partnership with San Rafael City Schools according to the following terms:

### A. BELL Commitments:

BELL will provide Services as follows:

1. **PROGRAM SUMMARY:** A Summer Program for up to 200 students currently in grades 5 to 8. Scholars will be grouped in Clusters (classrooms) of up to twenty (20) students per cluster by grade. Each cluster will be staffed by a Teacher and an Assistant Teacher. Please see Appendix A for a more detailed Program Summary.
2. **PROGRAM DURATION:** The Program will begin on June 22, 2015 and end on July 24, 2015 (the "Program Period") excluding July 3rd. When the principal or SRCS closes school due to weather or other conditions, BELL will also close. These days will not be made up at the end of the program period.
3. **HOURS:** The Program will operate for 6.0 of hours per day, 5 days per week, for 5 weeks. The Program will begin each day at 9 am and end at 3 pm.
4. **STUDENT ELIGIBILITY FOR ENROLLMENT:** BELL and San Rafael City Schools will determine eligibility criteria for student enrollment in the program. Once determined, BELL will be responsible for enrolling scholars. Scholars will be considered to be "Enrolled" once enrollment forms are completed and the student has been invited to attend according to eligibility and space. The student will be considered "Served" once they first attend and participate in Program activities.
5. **STUDENT ENROLLMENT PROCESS:** Using the eligibility guidelines agreed upon with the San Rafael City Schools, BELL will enroll students into the program. BELL will hold information sessions for parents as appropriate and conduct additional outreach via mail, phone, email, and backpack express. BELL will require that each family complete an enrollment application with demographic, contact, medical, emergency and transportation information. This form will also include a Consent Form for the taking of photographs, videos, and audio recordings, and sharing of student information data and liability. BELL reserves the right to postpone the start date of any individual scholars whose paperwork is not complete.

# BELL SUMMER PARTNERSHIP AGREEMENT



6. **STUDENT ATTENDANCE DATA:** Student attendance data for the program will be provided to the principals of the schools/partners within 60 days of the last day of the program.
7. **STUDENT RETENTION & REPLACEMENT:** Should any student choose not to attend or attend and then withdraw from the program *in the first week*, BELL may replace that student with a student from a waitlist, as appropriate. Students withdrawing from the program *after the first week* of the Program will not be replaced. Any student who has attended the program at all will be considered "Served" for the purpose of meeting the Program enrollment goal.
8. **PROGRAM CONTENT:** The Summer Program will include academics, enrichment classes, guest speakers, field trips and community service projects. English language arts and mathematics lesson plans, linked to state and national standards, will be provided four days per week, Monday through Thursday. Enrichment courses will be offered four days per week, Monday through Thursday. Every Friday, students will participate in one or more of the following enrichment activities: field trips, guest speakers, cultural celebrations, field days, and/or community service projects.
9. **ACADEMIC CURRICULUM:** BELL will provide all academic curriculum, testing materials, instructional supplies, and classroom materials including books, paper, pencils and pens.
10. **ENRICHMENT CURRICULA:** BELL will provide supplies and related curriculum required to support enrichment activities as far as the enrichment budget allows.
11. **FIELD TRIPS:** For all field trips, BELL will pay all admissions fees for BELL scholars, teachers, teaching assistants and adult chaperones. In coordination with district's preferred bus provider, BELL will pay for bus transportation to and from field trips as the field trip budget allows.
12. **BEHAVIORAL MOTIVATORS:** BELL will use a variety of methods during the Program to motivate good attendance and behavior. These will vary by site and grade, and may include such techniques as public recognition, gift lotteries, nominal rewards, and gift cards.
13. **STUDENT ASSESSMENT & DATA SHARING:** The BELL Program Manager will meet with principals or their designees to discuss Program assessment and evaluation methods and exchange school and program assessment data. Student academic progress for the program will be measured using the STAR online assessment and/ or other formative assessments, as appropriate for the program duration. Student performance on the STAR will be provided to the principals of participating schools within 60 days of the last day of the program.
14. **CUSTOMER SATISFACTION DATA:** BELL will conduct customer satisfaction surveys of parents, teachers, teaching assistants and scholars at the end of the Program. The results will be shared with the sponsoring parties in the District within 90 days of the last day of the program.
15. **RECRUITMENT, HIRING, and TRAINING:** BELL will be responsible for recruiting, hiring, and training Program staff. See Appendix B for a more detailed description.
16. **EMPLOYMENT STATUS OF BELL PROGRAM STAFF:** Employees hired and paid by BELL for the Program shall be and remain independent contractors and shall not be deemed to be employees of San Rafael City Schools for any purposes, including wages, payroll taxes, benefits, worker's compensation, unemployment compensation, social security, retirement, minimum wage laws, or any other purpose.
17. **ON-SITE LEADERSHIP and TRAINING:** The leadership teams at Program sites will consist of a BELL Program Manager (day-to-day on-site director), an Instructional Coach (Lead Teacher), and Program Assistant (administrative assistant). BELL is responsible for recruiting and hiring staff for those positions and providing training to the entire leadership team through webinars, on-line learning and classroom instruction. All members of the leadership team must complete all training requirements.
18. **TEACHING STAFF and TRAINING:** BELL is responsible for hiring Teachers and Assistant Teachers and providing training to the teaching staff through webinars, on-line learning, and classroom instruction. BELL will collaborate with San Rafael City Schools personnel to screen potential teaching staff members as appropriate. Participation in all training activities is mandatory for all teaching staff. Such training will take place prior to the Program start date, on dates mutually agreed upon by both BELL and San Rafael City Schools.

# BELL SUMMER PARTNERSHIP AGREEMENT



19. **COSTS OF, and COMPENSATION FOR, TRAINING:** Training time for BELL staff (excluding the Program Manager) will be compensated on a stipend basis for on-line learning through BELL University, and the position hourly rate for classroom training hours. BELL will pay for trainers, training materials, and lunch for all site leadership, teachers and assistant teachers who attend mandatory BELL classroom training.
20. **BACKGROUND CHECKS:** BELL shall conduct, or use the resources of the District, to conduct criminal background checks ("CBC") of all individuals employed by BELL who are offering Services to San Rafael City Schools under this Agreement and as required by applicable and current California and federal law. This includes program leadership and teaching staff, as well as any BELL staff responsible for student outreach and enrollment and staff recruitment who will have contact with students. In addition, BELL requires school staff in contact with scholars, such as cafeteria workers, security, maintenance, and bus drivers, to have updated CBCs and FBI on file/record with BELL. BELL shall not employ any person who, according to the CBC or through information known by BELL, has been convicted of a violent act or serious felony, as defined by current and applicable California and federal law, (or is, according to the CBC or through information known by BELL, the subject of a criminal action pending upon charges of commission of a violent act or serious felony, as defined by current and applicable state and federal law, or, according to the CBC or FBI, has been convicted of a sexual offense or any additional crime that by state law prohibits an individual from working with or around minor children
21. **COSTS OF BACKGROUND CHECKS:** BELL shall be responsible for all costs and fees related to the completion of the CBC and FBI materials for BELL staff.
22. **SUPERVISION OF TEACHING STAFF:** BELL Program Managers will manage teachers and assistant teachers at a 20:2 scholar to teacher/assistant teacher ratio.
23. **CLOSING CEREMONY and VISITORS:** All scholars, staff, parents, and school staff will be invited to attend a Closing Ceremony for the Program. Scholars will be recognized for their work during the Program. BELL reserves the right to invite its staff, funders, partners, and others to any program activities, as appropriate.
24. **SAFETY:** BELL will adhere to San Rafael City Schools safety policies. See Appendix D for more information about BELL's Safety Policy.
25. **TECHNOLOGY.** As needed, BELL will provide each site with technology to enable daily taking of attendance, scholar data management, generation of test reports and overall site management.
26. **INSURANCE:** BELL will provide a certificate of insurance showing that it has professional liability coverage of no less than \$1,000,000.

## B. School Commitments

The San Rafael City Schools will provide, without charge to BELL, the following:

1. **CLASSROOM SPACE:** Schools will provide well-lit, climate-controlled classrooms with sufficient desks or tables and chairs and conducive to academic learning and enrichment to accommodate the number of enrolled students (200 / 20 = 10 of classrooms required).
2. **ACCESS TO FACILITIES:** Schools will provide access to the auditorium, gymnasium, and other facilities as needed, including for special events or celebrations.
3. **USE OF THE COMPUTER LAB or a LAPTOP CART:** The STAR assessment is web-based and requires approximately one hour of computer use by each participating student. Schools will provide use of computer resources for this purpose once at the beginning of the program, up to three times for interim assessments during the program, and once at the end, for as much time is required to cycle every student through the assessment process.
4. **USE OF SPECIALTY ROOMS:** Schools will provide use of the computer lab, library, science labs and/or other specialty classrooms under BELL supervision as appropriate for Program activities.
5. **ACCESS to AUDIOVISUAL EQUIPMENT:** Schools will provide access to audiovisual equipment as needed.

# BELL SUMMER PARTNERSHIP AGREEMENT



6. **OFFICE SPACE AND INTERNET ACCESS:** Office space at each school for the BELL Program Manager that should, at minimum, include a desk, chair and access to an internet connection, wireless connection (if available in the school), telephone, fax and copy machine.
7. **STAFF MEETING SPACE:** Schools will provide meeting space for Program staff for one hour per week.
8. **STORAGE SPACE:** Schools will provide secure storage space for all Program teaching materials and supplies and staff/scholar records.
9. **MEALS:** Schools will provide breakfast and lunch meals for all students. Students will be requested to bring a healthy snack for the afternoon break.
10. **BUS TRANSPORTATION:** If required, San Rafael City Schools will provide bus transportation for students to and from the Summer Program based on their eligibility rules as well as busses for transporting students to and from field trips. BELL will pay for field trip transportation as stated in above in the Field Trip section.
11. **STUDENT ENROLLMENT SUPPORT:** Principals will assist in establishing criteria for student enrollment, and facilitating the enrollment process by sharing information with students and parents about the program.
12. **ACCESS TO STUDENT CONTACT INFORMATION:** Schools will provide, prior to the program, access to contact information of students for purposes of enrolling students into the program. They will also provide access to enrollment forms to families.
13. **ACCESS TO STUDENT MEDICAL AND EMERGENCY INFORMATION:** Schools will provide medical and emergency information of students participating in the BELL program, as permitted by the student's parent(s).
14. **ACCESS TO STUDENT ACADEMIC INFORMATION:** Schools will provide academic data about each scholar from the school system's centralized database, including information on ELL or SPED status and IEPs prior to Program start, if possible, either through principal identification or a report from the district database. BELL has a legitimate educational interest in such information as it relates to Program effectiveness, and will maintain its confidentiality as required by California and Federal law.
15. **OUTREACH and COMMUNICATION TO STAKEHOLDERS:** School principals and their designees will provide reasonable support in outreach activities to teachers and parents to facilitate the staff recruiting and scholar enrollment processes, as requested by BELL. This may include, for example, posters, distributing fliers, group emails or phone calls, etc. This will also require access to school facilities such as the auditorium, gym or cafeteria for Information Sessions as part of the student enrollment and staff recruiting processes.
16. **BACKGROUND CHECKS:** Background checks for employees of the San Rafael City Schools are the responsibility of the San Rafael City Schools, including teachers, bus-drivers, and cafeteria workers, and must be current for the period of the BELL program. A record or copy of these CBC's will be provided to BELL for our files.
17. **TRAINING SPACE:** Schools will make its facilities listed in Appendix A available for training activities, including climate-controlled classrooms, janitorial services, utilities and security services.
18. **SAFETY:** Schools will provide their safety policies to Program staff, who will be responsible for following such policies.
19. **JANITORIAL AND SECURITY SERVICES:** Schools will provide janitorial and security services during program hours, as required by the school and/or district during the school day/year.
20. **IT ACCESS:** Schools will provide access to the school system's IT network, as specified in Appendix E.

# BELL SUMMER PARTNERSHIP AGREEMENT



## C. Cost & Revenue

This agreement covers the costs of providing services for up to Number of students in San Rafael City Schools in the Summer of Year.

### 1. PROGRAM COST & REVENUE: The costs are outlined below:

APPROXIMATE TOTAL PROGRAM COST	\$288,488
REVENUE	
BELL Match from other sources	\$138,523
San Rafael City Schools Fee	<u>\$149,965</u>
TOTAL REVENUE	\$288,488

See Appendix C for additional detail of Program Cost.

### 2. SAN RAFAEL CITY SCHOOLS CONTRIBUTION: BELL will be paid a fixed fee of \$149,965 by the San Rafael City Schools to cover the cost of all personnel (site leadership and teaching staff,) curriculum, materials, technology, training, program management, enrollment support, recruiting support, assessment, evaluation, development, payroll, and human resources. If prior to program start, SRCS notifies BELL that it will be unable to pay this entire fee as agreed or BELL has been unable to meet its portion of contributed revenue, both parties will agree to reduce the number of scholars served to a supportable level.

### 3. SCHEDULE OF PAYMENTS TO BELL: The payments of BELL's fixed fee will be made as follows:

- a. On or before June 29, 2015 will be paid the amount of \$74,983. (50%)
- b. On or before July 31, 2015, will be paid the amount of \$37,491. (25%)
- c. On or before August 14, 2015, BELL will be paid the remainder of the contract amount, \$37,491. (25%). The third installment may be adjusted to reflect volume changes in scholar enrollment.

## D. Agreements

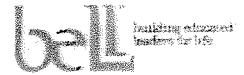
This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement may be executed by facsimile signatures.

All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or (i) four business days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) one business day after being sent for next business day delivery, fees prepaid, via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below. Any party to this Agreement may give any notice or other communication hereunder using any other means (including personal delivery, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless and until the party for whom it is intended has received it. Any party to this Agreement may change the address to which notices and other communications hereunder are to be delivered by giving the other parties to this Agreement notice in the manner herein set forth.

The parties agree to indemnify and hold harmless each other from and against any and all claims whatsoever of any kind or nature, arising out of the course, scope and execution of the Agreement.

This Agreement shall commence on May 26, 2015 and shall end on August 31, 2015.

# BELL SUMMER PARTNERSHIP AGREEMENT



## E. Term and Termination

The Term of this Agreement shall be from the Effective Date until August 31, 2015 ("Term") unless earlier terminated pursuant to this Section E.

Either party may, without prejudice to any right or remedy it may have due to any failure of the other party to perform its obligations under this Agreement, terminate the Agreement upon 30 days' prior written notice to the other party. In the event of such termination, the terminating party shall be entitled to payment for services performed and expenses paid or incurred prior to the effective date of termination.

This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Any agreement on the part of a party hereto to any extension or waiver of the terms of this Agreement shall be valid only if set forth in a written instrument signed on behalf of such party. Such extension or waiver shall not be deemed to apply to any time for performance or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties herein have agreed to the following terms and conditions.

This Agreement is hereby entered into on the 30<sup>th</sup> day of April, 2015.

## Attachments

The following Appendices are intended to provide additional information to inform this agreement:

- Appendix A: Program Description (Including site locations and enrollment)
- Appendix B: Staffing Structure
- Appendix C: Budget
- Appendix D: Safety Policy
- Appendix E: Site Technology

# BELL SUMMER PARTNERSHIP AGREEMENT



Signed: \_\_\_\_\_

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

5/22/15

Ms. Harriet MacLean  
Assistant Superintendent  
SAN RAFAEL CITY SCHOOLS  
310 Nova Albion Way  
San Rafael, California 94903

Signed: \_\_\_\_\_

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

5/19/15

Antonio Battaglia  
Chief Operating Officer  
BELL - Building Educated Leaders for Life  
60 Clayton Street  
Dorchester, MA 02122  
617.282.1567

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX A: PROGRAM DESCRIPTION

**District Contact:** Ms. Jennifer Lynch, District Coordinator, [jlynch@srcs.org](mailto:jlynch@srcs.org)  
**BELL Contact:** Mary Wissemann, Vice President, [mary.wissemann@experiencebell.org](mailto:mary.wissemann@experiencebell.org)  
**Enrollment Goal:** 200 scholars (The site will be enrolled at 120% of capacity to account for typical rates of attrition.)  
**Grades:** 5 to 8 (based on current grades of scholars)  
**Program Duration:**  
     **Hours per Day:** 6  
     **Days per Week:** 5  
     **Weeks:** 5  
     **Start Date:** June 22, 2015  
     **End Date:** July 24, 2015 (No program July 3)

## SAMPLE PROGRAM SCHEDULE

### APPENDIX A: PROGRAM DESCRIPTION

	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 AM	Breakfast & Community Time	Breakfast & Community Time	C Breakfast & Community Time	Breakfast & Community Time	Breakfast & Community Time
8:30 AM	English Language Arts	English Language Arts	English Language Arts	English Language Arts	Guest Speakers
10:00 AM	Mathematics	Mathematics	Mathematics	Mathematics	Field Trips/Community Service Projects
11:30 AM	Lunch	Lunch	Lunch	Lunch	
12:00 PM	Recess	Recess	Recess	Recess	
12:30 PM	Enrichment 1	Enrichment 1	Enrichment 1	Enrichment 1	
1:15 PM	Enrichment 2	Enrichment 2	Enrichment 2	Enrichment 2	
2:00 PM	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal



# BELL SUMMER PARTNERSHIP AGREEMENT



## Program Content

### *Breakfast & Community Time*

A day at BELL Summer will start with breakfast, community-building activities, and scholar recognition. Each day scholars from each classroom will be recognized for displaying one of BELL's core values:

- Excellence
- Learning
- Respect
- Courage
- Collaboration.

### *Academic Curriculum*

#### Summer Curriculum – Core Model

In the development of a curricula solution for our Summer Programs, BELL has partnered with Scholastic to develop a truly customized and one-of-a-kind curriculum for our 5 and 6 weeks programs. This K-8 Summer solution is comprised of activities, materials, and resources from some of Scholastic top curriculum options in both ELA and Math and comes complete with customized Teacher's Guides, Scholar Workbooks, as well as comprehensive professional development to prepare Educators for successful implementation. Each content area is scoped out to provide Educators with details on whole group, small group, and individualized instructional methods in a rigorous, engaging, and student-centered environment.

#### ENGLISH LANGUAGE ARTS

- **Comprehension Clubs (K-6)** from Scholastic is an reading program developed by Scholastic that provides 1) sufficiently complex and high interest texts to be read, analyzed, thought about deeply and discussed, 2) extensive opportunities for all scholars to engage with the texts, and to discuss and write about the texts in both interactive read aloud sessions as well as teacher or scholar led book club sessions, 3) texts, both fiction and informational, with a variety of important genres and text types, 4) vocabulary support across content and reading levels.
- **Investigators Series (K-6)** from Scholastic is a thematic program from Scholastic that engages scholars in high interest informational texts. Through this curriculum, scholars 1) engage in inquiry-based activities that empower them to participate in an increasingly scientific and technological world and 2) uses a scaffolded approach that features accessible text in a narrative non-fiction format and activities that hone 21st Century learning skills
- **On the Record (7-8)** is an ELA curriculum that deeply engages students as they improve skills in reading, writing, comprehension and critical thinking, while putting their own voices on the record. Scholastic developed this curriculum and through the pairing profiles of contemporary figures it shares stories of struggle, perseverance, transcendence and transformation. On the Record is aligned to the CCSS in terms of standards as well as rigor and a focus on college and career readiness. The curriculum boost achievement through engaging non-fiction and comprehension instruction surrounding text-based discussion questions that requires scholars to analyze and cite text evidence as well as direct comprehension instruction, self-selected independent reading and stretch texts to further challenge scholars. The program also incorporates intensive writing exercises to reinforce themes and record responses and reflections to the texts being read.
- **Traits Writing (K-8)** curriculum from Scholastic has been woven throughout all grade-levels of the BELL Summer Curricula. Through Traits, scholars will engage in thematically aligned activities related to the 6 Traits of Writing where each trait is broken down into four core characteristics. Scholars will also have opportunities to go through the various stages of the writing process while creating products that span the narrative, explanatory, and argumentative forms of writing.

# BELL SUMMER PARTNERSHIP AGREEMENT



## MATH

- **Leveled Math Readers (K)** from Scholastic are designed to help scholars experience engaging stories and nonfiction that spark their imaginations while building essential vocabulary and concepts that relate to problem solving and mathematical thinking. They also engage scholars in discussions to enhance comprehension as well as speaking and listening skills using topics that prompt scholars to analyze patterns within and beyond the books.
- **Do The Math (1-7)** from Scholastic was created by Marilyn Burns who need additional support in their mathematical learning. This curriculum was structure to rebuild the critical foundations for algebra necessary for a conceptual understanding of math by focusing on whole numbers and fractions. The program scaffolds these topics even further, where scholars will spend more time on key concepts over the course of multiple lessons, providing the time they need to learn, process, and build a deep understanding. This curriculum has been designed around eight research-based instructional practices for scholars who need additional support: Scaffolded Content, Explicit Instruction, Multiple Strategies, Gradual Release routines, Student Interaction, Meaningful Practice, Assessment & Differentiation, and Vocabulary & Language to help meet the needs of every student.
- **Math 180 (8)** from Scholastic has been customized to meet the BELL Program model design by pulling from their printed resources to create a summer specific solution. This curriculum is a comprehensive system of curriculum and instruction that is designed to promote the knowledge, reasoning, and confidence related to conceptual algebraic reasoning that is essential to the math success of our older scholars. MATH 180 maximizes instructional time by offering game-day lessons where scholars play engaging and challenging partnered games that help develop critical mathematical practices.

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX A: PROGRAM DESCRIPTION

### *Enrichment*

BELL engages scholars in enrichment learning in the areas of STEM (Science, Technology, Engineering, and Math), Physical Activity, Healthy Living, Character Education and Creative Arts. These activities intersect academic, social, and emotional learning. They are guided by sequenced activity plans that incorporate experiential and project-based learning opportunities, help children build critical thinking skills, and address individual and school learning goals. They encourage social and emotional learning and 21st Century skills development as scholars work in groups to solve problems, create art, or design projects.

### *Field Trips/Mentor Fridays*

Fridays (or one day per week) are reserved for non-classroom activities that unite many aspects of the BELL experience. Ranging from community time discussions about healthy eating and nutrition to guest speakers to college-information days to Field Trips or Field Days, these days make the BELL experience unique. Field trips are planned to expand scholar learning through active hands-on experiences with the rich resources of the local community. Field trips offer opportunities to students that they may not have known existed and expose them to learning experiences that cannot be duplicated inside the classroom. Field days may also be held on-site or at a local recreational facility involving a variety of team challenges and physical activities.

### **Assessment**

One of the cornerstones of BELL's programs is the use of data to both drive instruction and to measure student gains. Scholars are assessed in the first few days and last few days of the 5-week program. The two primary assessment tools are:

- STAR assessment, a web-based, computer-adaptive Renaissance product, will be used to assess Reading and Mathematics skills and to inform instruction. Assessments require approximately one to two hours per student per administration
- Student, teacher, parent surveys measure changes in student attitudes and skills

### **Special Events & Important Dates**

BELL and school partners will work together to identify dates, times, and locations for all program activities, including:

- Teacher/Assistant Teachers on-site training plus site set-up day
- Parent Information Sessions for enrollment
- Parent /Teacher Conferences
- College Pride Day
- Guest Speakers
- Closing Ceremony

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX B: STAFFING STRUCTURE

**Program Manager:** A Program Manager leads each site. Responsibilities include:

- Plan for overall operations of the program with partner and BELL departments
- Provide oversight of all aspects of operations with the scholars
- Facilitate on-site training to site staff
- Supervise daily check-in and check-out
- Ensure all operations are in compliance
- Collaborate with School Administration
- Interact with parents on-site
- Conduct phone calls home for students who are absent (with Program Coordinator)
- Lead and coach staff on Behavior Management/Incentive systems

**Program Assistant:** A Program Assistant provides administrative support to the Program Manager. Responsibilities include:

- Take daily attendance and manage data entry into the BELL Scholar Management system
- Conduct phone calls home for students who are absent
- Assist with Scholar check-in, dismissal and transitions
- Manage all supplies at site
- Interact with parents on-site
- Manage record-keeping for Behavior/Incentive systems

**Instructional Coach:** An Instructional Coach is present at each site. Responsibilities include:

- Co-facilitate on-site training to site staff
- Provide coaching to TAs and teachers and facilitate weekly planning
- Ensure that individualized attention is paid to students identified as in need of individual support according to school reported-data and assessment data
- Handle Quality Assurance for classroom observations in collaboration with the Program Manager
- Ensure Behavior/Incentive Systems are consistently utilized

**Teachers:** Teachers lead academic instruction in BELL Summer. Responsibilities include:

- Implement literacy and math curricula.
- Review assessment performance data and creating instructional strategies and lesson plans.
- Ensure that each scholar sets and works against academic goals.
- Provide oversight, guidance, coaching and direction to their Teaching Assistants.
- Ensure uniformity and timeliness of assessments and parent communications.

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX B: STAFFING STRUCTURE

**Assistant teachers:** Assistant Teachers work alongside Teachers and Enrichment Instructors in BELL Summer. Responsibilities include:

- Ensure the academic and social development of scholars.
- Provide one-on-one academic support to help scholar's master reading, writing, and math skills.
- Serve as a mentor for an assigned group of scholars.
- Keep track of scholar behavior across classes.

**Enrichment Instructors:** Enrichment Instructors lead enrichment courses in BELL Summer in topics such as STEM, creative arts, health & fitness, and character development. Responsibilities include:

- Develop and facilitate appropriate enrichment classes for assigned grade levels.
- Prepare classrooms for daily activities and collaborate with Teachers and Teaching Assistants to ensure that program objectives are reached.
- Create and direct project-based learning.
- Mentor and support the professional development of their Teaching Assistants.
- Supervise scholars during guest speaker engagements, field trips, lunch and recess.
- Prepare and organize scholars to demonstrate mastery of their new enrichment skills in a presentation to parents, school and BELL administrators and their peers at events such as the Closing Ceremony.

### ALL STAFF:

- All staff listed above must complete all training requirements.

### Pay Rates:

Staff Position	Hourly Rate	Quantity	Hours per Day*	Days per Week**
Program Manager	\$9,000 summer stipend	1 per site	6.5	5
Instructional Coach	\$35	1 per site	6.0	4
EL Specialist	\$35	1 per site	3.5	4
Program Assistant	\$18	1 per site	6.5	5
Teachers	\$30	1 per 20 scholars	3.5	4
Assistant Teachers	\$14	1 per 20 scholars	6.0	5
Enrichment Teachers	\$23	1 per 20 scholars	2.5/6.0	5

\* Staff members (excluding the PM) also are paid a stipend for on-line learning and the hourly rate for site-based training.

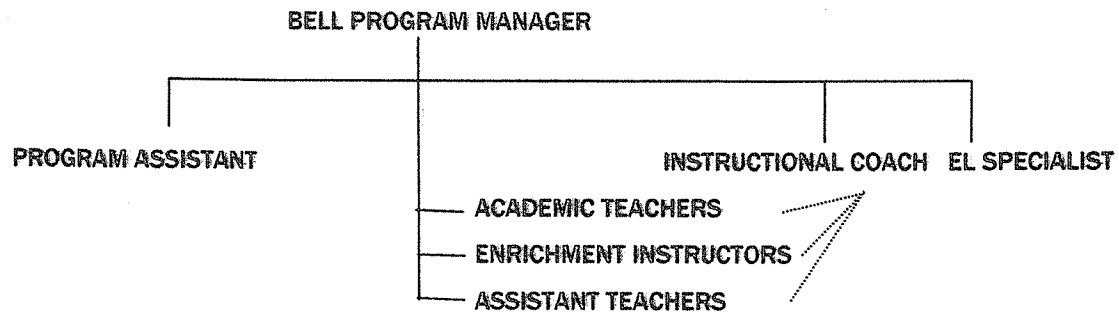
\*\*Not all staff work on Fridays.

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX B: STAFFING STRUCTURE

### BELL Summer Site Staffing Layout



# BELL SUMMER PARTNERSHIP AGREEMENT



**BELL (Building Educated Leaders for Life)  
Summer Program Proposal  
San Rafael-Davidson only  
Summer 2015**

Number of Sites	1
Number of Scholars	200
Site Staff	34

Program Length	weeks	5.0
	days/week	5
Estimated hours of program time		144

## Expenses by Category

Program Personnel (incl. taxes and benefits)	\$217,851
Field trips and site expenses	\$9,000
Curriculum and Supplies	\$31,410
Program Support	\$22,611
Administrative Expenses	\$7,616
<b>Total Expenses</b>	<b>\$288,488</b>

<b>Proposed Fee</b>	<b>\$149,965</b>
<b>Estimated Cost of In Kind Staff</b>	<b>\$0</b>
<b>BELL match from other sources</b>	<b>\$138,523</b>

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX D: SAFE SCHOLARS POLICY

### ZERO ABUSE TOLERANCE

BELL is committed to providing a safe, secure environment for scholars. To this end, BELL has a zero tolerance for abuse in our programs and activities. It is the responsibility of every staff member and volunteer to act in the best interest of each scholar in our programs. Therefore, anyone who has experienced or witnessed inappropriate behavior must report it immediately to BELL consistent with the procedures set forth below. This policy applies to all levels of BELL's organization.

#### 1. INTERACTIONS WITH SCHOLARS MUST BE PROFESSIONAL AT ALL TIMES

BELL is committed to providing a positive, nurturing environment for the scholars in its programs. Therefore, all of BELL staff members' and volunteers' interactions with scholars must remain appropriate and professional at all times. The following guidelines are to be followed by anyone working in BELL programs:

1. A brief hug or pat on the back in the BELL setting is generally acceptable, unless the child or the child's guardian has indicated that such physical interaction is unwelcome.
2. Physical affection should be appropriate to the scholar's age. Inappropriate touching and inappropriate displays of affection are forbidden.
3. Physical contact should only occur in the presence of other scholars and/or BELL staff.
4. BELL staff and volunteers should be sensitive to the fact that some scholars may be uncomfortable even with generally acceptable forms of physical contact. If a BELL staff or volunteer knows or has reason to know that physical contact makes a scholar feel uncomfortable, the individual should immediately cease any such physical contact. A scholar's preference not to be touched must be respected.

Verbal interactions between staff members or volunteers and scholars should be positive and uplifting. Consistent with BELL's mission to provide nurturing care to scholars, verbal interactions with scholars should be encouraging and constructive. Therefore, staff members and volunteers must refrain from swearing in the presence of scholars.

Staff members and volunteers are expressly prohibited from engaging in any sexually-oriented conversations with scholars including, but is not limited to, inappropriate or explicit information about their own personal relationships, dating, or sexual activities with or between any scholars in the program. Staff members and volunteers are also prohibited from possessing any sexually-oriented materials (magazines, cards, videos, films, etc.) on BELL sites and/or in the presence of scholars. If a BELL staff member or volunteer believes that such materials are necessary for classroom instruction, he/she must receive prior approval by the Program Manager before using the materials.



# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX D: SAFE SCHOLARS POLICY

### 2. BATHROOM SUPERVISION AND ASSISTANCE

School age scholars may be accompanied to the restroom for supervision and assistance when they request it. Scholars should receive the minimum amount of assistance based upon their individual capabilities. Staff members and volunteers may not accompany a lone scholar to the restroom unless another BELL staff member or volunteer is also present.

Staff members and volunteers may only enter the restroom area to assist a scholar in the presence of another staff member or volunteer. If another worker is not available, the BELL staff member or volunteer may only provide verbal assistance to the scholar from the open exterior bathroom door, while the scholar remains behind the door of the bathroom stall.

Assistance with the straightening or fastening of garments must only be provided in the presence of another BELL staff member or volunteer.

### 3. ONE-TO-ONE MEETINGS WITH SCHOLARS

BELL recognizes that meeting program objectives may occasionally require that staff members and volunteers interact with scholars on an individual basis. Staff members and volunteers should conduct one-to-one meetings with an individual scholar only when others are present and where interactions can be easily observed. One-to-one meetings between a staff member or a volunteer and a scholar behind closed doors are expressly prohibited.

### 4. RELEASE OF SCHOLARS

At the end of the program day or activity, BELL volunteers and/or staff members are responsible for releasing scholars in their care only to parents, legal guardians, or other persons designated in writing by parents or legal guardians. No scholar should be left alone waiting to be picked up.

In the event that a staff member or volunteer is uncertain about releasing a scholar, he/she should contact the Program Manager to confirm the appropriate course of action before releasing the scholar. Staff members and volunteers are not allowed to drive a scholar home unless they receive prior approval from the Program Manager.

### 5. ELECTRONIC MEDIA AND SOCIAL NETWORKING

BELL staff members and volunteers **may not** socialize with scholars outside of the BELL program. Interactions with a scholar outside the regular BELL program should be through the scholar's parent or legal guardian, unless the parent or legal guardian and Program Manager have pre-approved direct interaction with the scholar. This includes the use of cellular phones, text messages, e-mails, instant messaging, online chat rooms, as well as "friending" or "following" a scholar on social networking sites such as Facebook or Twitter.

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX D: SAFE SCHOLARS POLICY

### 6. GIFTS PROHIBITED

Staff members and volunteers may not make special gifts to any individual scholar. Special occasions and/or accomplishments should receive group acknowledgement and recognition (i.e., mention during announcements; have the entire group sing Happy Birthday, etc.) Any departure from this policy must be pre-approved by the Director of Field Operations.

### 7. REPORTING POLICY VIOLATIONS

It is the responsibility of all BELL staff members and volunteers to report any questionable circumstance, observation, act, omission, or situation to the Organization. BELL staff members or volunteers who observe any inappropriate behavior including, but not limited to, any suspected physical or verbal abuse or neglect of a scholar, and other violations of BELL's Policy Regarding Interactions With Scholars must immediately report the incident to a Program Manager, or Director of Field Operations.

All reports of inappropriate behavior or suspicions of abuse will be taken seriously. After receiving a report from a staff member or volunteer, BELL will promptly investigate the incident which will include, at a minimum, speaking with the scholar and the BELL staff member or volunteer implicated by the events in question, as well as other persons identified as having direct and personal knowledge of the incident.

BELL will report all instances of inappropriate behavior or suspicions of abuse in accordance with its obligations under applicable laws, which may include reporting the incident to the appropriate internal and external agencies and/or law enforcement agencies.

Any questions about this policy or concerns related to the abuse or suspected abuse of a scholar should be directed to the Director of Field Operations for the region or Human Resources.

#### **Disciplinary Action**

Any person against whom a report or complaint of inappropriate behavior involving a scholar has been made will not be allowed to participate in any activities involving scholars pending the outcome of the investigation. Any person determined to have engaged in any inappropriate conduct, as determined by BELL in its sole discretion, will be subject to further disciplinary action, up to and including termination of employment and/or termination from the program.

Additionally, a BELL staff members' or volunteers' failure to report conduct in violation of this policy is also grounds for disciplinary action, up to and including termination of employment and/or restriction from participation in activities involving scholars.

#### **No Retaliation**

No adverse action will be taken against any staff member or volunteer for making a truthful report or complaint of suspected inappropriate behavior, or for cooperating in the investigation of a report or complaint. Any retaliation will warrant disciplinary action, up to and including terminating the employment or engagement of the offending person. Any individual who believes he or she was retaliated against should contact Human Resources at 617-740-0493.

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX E: SITE TECHNICAL EVALUATION

### BELL Summer 2015: STAR Site Inventory Copy if needed for additional sites

Please use this template when assessing the technology needs of your sites for purposes of STAR pre- and post-program testing. Any site that does not meet requirements #1, 2, 6, or 7 below (in orange) will most likely require use of BELL iPads or an alternative solution (i.e., laptop rentals).

	Site #1	Site #2	Site #3	Site #4
<b>Site name</b>				
<b>1. Access</b> (Can BELL access computers first and last week? Any summer access restrictions? )	Y/N	Y/N	Y/N	Y/N
<b>2. Number of available computers</b> (Sites need minimum of 18-20 working computers)	#___	#___	#___	#___
<b>3. Desktop, Laptop, or iPads (school-based)</b>				
<b>4. Windows PC or Mac</b>				
<b>5. Testing setting (Computer lab, library, rolling cart?)</b>				
<b>6. Condition of computers</b> (Good, ok, poor, or not working?)	Good Ok Poor Not working	Good Ok Poor Not working	Good Ok Poor Not working	Good Ok Poor Not working
<b>7. Internet Access</b> (Direct cable/DSL, Wi-Fi, or none?)				
<b>8. Start-up restrictions (Any username/ password required to bypass log-in screens?)</b>				
<b>San Rafael City Schools IT contact</b> (Name, phone, and/or email)				
<b>Site will need BELL iPad's</b> (Yes/No) (Does not meet criteria #1, 2, 6, and 7 above.)				

# BELL SUMMER PARTNERSHIP AGREEMENT



## APPENDIX E: SITE TECHNICAL EVALUATION

### BELL Summer 2015: SITE TECHNICAL EVALUATION

Copy if needed for additional sites

INTERNET ACCESS	Site #1	Site #2	Site #3	Site #4
<i>Site name</i>				
<b>1. Will the site allow you to use School Based Internet Access (If yes, complete questions A,B, and C below)</b>	Y/N	Y/N	Y/N	Y/N
A. Can you access salesforce.com using the schools internet connection?	Y/N	Y/N	Y/N	Y/N
B. Can you access box.com	Y/N	Y/N	Y/N	Y/N
C. Can you access Google Apps (mail.experiencebell.org)?	Y/N	Y/N	Y/N	Y/N
<b>REQUIRE BELL PROVIDED INTERNET ACCESS (Yes, if you answered NO to any of the questions above)</b>	Y/N	Y/N	Y/N	Y/N

HARDWARE ACCESS	Site #1	Site #2	Site #3	Site #4
<i>Site name</i>				
<b>2. Will the site allow you to use School Based Computer equipment on a daily basis?</b>	Y/N	Y/N	Y/N	Y/N
A. Is there a local printer available?	Y/N	Y/N	Y/N	Y/N
B. Do you have proper log in information to the computer	Y/N	Y/N	Y/N	Y/N
C. Who is available to perform tech support (contact information)				
<b>REQUIRE BELL PROVIDED Hardware (Yes, if you answered NO to any of the questions above)</b>	Y/N	Y/N	Y/N	Y/N
<b>OPTIONAL:</b> Does the computer have Microsoft Silverlight installed?	Y/N	Y/N	Y/N	Y/N