

**Memorandum of Understanding Between  
Natomas Unified School District and  
Roberts Family Development Center**

**Purpose:**

This Memorandum of Understanding ("Agreement") specifies the expectations of the partnership between **Natomas Unified School District**, a California public school district ("NUSD"), and **Roberts Family Development Center** (may also be referenced as "RFDC"), to implement an after school program specifically designed for low income at-risk first through sixth grade students at Bannan Creek School (BCS), H. Allen Hight (HAH), and Natomas Park Elementary (NPE).

**Description of Services:**

Under this Agreement, Roberts Family Development Center agrees to provide a fee-based after school program providing tutoring, parent/family engagement and educational activities, and twice weekly student enrichment activities. The student fee is not to exceed \$50 per student/per month to supplement and support program operational costs. Student services will be provided to forty (40) BCE students, sixty (60) HAH students, and sixty (60) NPE students. Under this Agreement, NUSD agrees to pay four hundred Nineteen thousand dollars (\$419,000) to Roberts Family Development Center in accordance with the terms provided below.

**Roberts Family Center will:**

1. Complete a facility use agreement for each Site and provide the District with evidence of the required certificates of insurance in accordance with the facility use agreements.
2. Ensure all employees and mentors comply with Education Code requirements, which includes submitting fingerprints to the Department of Justice pursuant to Section 45125.1, and submit to the District certificates evidencing completion of the fingerprinting and criminal background investigation. The District's form of the certificate is appended to this Agreement.
3. Communicate and collect student fees and report out amounts collected quarterly through the term of the contract.
4. Roberts Family Development Center will gather and submit to District formative assessment data to reflect RFDC's progress at each Site, and to include overall program attendance.
5. Roberts Family Development Center will conduct a parallel evaluation of program progress at BCE, HAH, and NPE to include the metrics listed in this contract, and will meet with NUSD to discuss outcomes.
6. Coordinate all Roberts Family Development Center activities with the principals of each Site.
7. Provide a certificate of liability and property damage insurance naming Natomas Unified School District as additional insured in the following amounts: General \$2,000,000.00 and Bodily Injury \$2,000,000.00.
8. Services include but are not limited to the following:

*Overview*

Support children and families around five (5) essential components:

- High quality academic achievement enrichment
- Parent/family involvement
- Social action/civic engagement
- Intergenerational leadership development
- Physical/mental health

## Service Provided in Support of Overview

### After School Program:

- A. Hire a total of eight (8) service providers to facilitate specialized activities for students.
- B. Rotate the eight (8) providers between two elementary sites providing enrichment activities two (2) days each week per site.
- C. Service providers enrichment activities to include:
  - a. Parent/Family engagement activities including monthly parent meetings that provide educational opportunities for families to become familiar with community and program information
  - b. Provide two (2) to three (3) family educational night including a Family Math or Family Literacy Night.
- D. Implement an integrated reading curriculum and develop engaging lesson plans and activities to accompany the curriculum

### Methods of Assessment:

NUSD will evaluate the effectiveness of Roberts Family Development Center by analyzing key performance indicators for NUSD students served by Roberts Family Development Center.

### Key Performance Indicators:

Increase in Reading Performance  
Improved Attendance Rate  
Decline in Behavior Referrals

### Natomas Unified School District (NUSD) will:

Provide adequate workspace, furniture, technology and equipment at each Site for the Roberts Family Development Center after school program without charging a facility use fee. Make an initial start-up payment of One Hundred Four Thousand Seven Hundred and Fifty dollars (\$104,750) by September 1, 2019 upon commencement of the Term, and the remaining balance of Three Hundred Fourteen Thousand Two Hundred and Fifty dollars (\$314,250) shall be paid as invoiced in nine (9) monthly increments of Thirty-Four Thousand Nine Hundred Sixteen dollars and Sixty-Seven cents (\$34,916.67) commencing from October 1, 2019 to Roberts Family Development Center, with payments directed to the following address:

Roberts Family Development Center  
770 Darina Ave  
Sacramento, CA 95815

### Term:

The term of this Agreement shall commence August 1, 2019 and end June 30, 2020.

### Termination Clause:

Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. Notice shall be deemed served on the date of the mailing or personal delivery.

**Insurance:**

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

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<b>Automobile Liability Insurance – Any Auto</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
<b>Professional Liability</b>	\$2,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b>	\$2,000,000

**Commercial General Liability and Automobile Liability Insurance**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, 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, or forms substantially similar, if approved by the District)

**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, Consultant shall be required to secure workers' compensation coverage for its employees. Is 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 any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**Professional Liability (Errors and Omissions)**

Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of Agreement plus two (2) years thereafter.

**Proof of Insurance**

Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates Indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

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."

The District may, in its discretion, allow Consultant to agree in writing that Consultant, or Consultant's insurance broker or producer, in lieu of Consultant's insurance carrier, shall provide the thirty (30) days' notice required above.

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.

An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's Insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

**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.

**Indemnification:**

NUSD agrees to defend, indemnify, and hold harmless Roberts Family Development Center (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of NUSD, its director, agents, officers, mentors, volunteers, or employees arising from NUSD's duties and obligations in connection with providing facilities to RFDC under this Agreement or imposed by law in connection this Agreement, except to the extent due to the negligence or willful misconduct of RFDC, its director, agents, officers, mentors, volunteers, and employees.

Roberts Family Development Center agrees to defend, indemnify, and hold harmless NUSD (including its trustees, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of Roberts Family Development Center, its director, agents, officers, mentors, volunteers, or employees arising from, connected with, or as a result of Roberts Family Development Center's duties, services, and obligations under, in connection with or arising from this Agreement or imposed by law in connection this Agreement, except to the extent due to the negligence or willful misconduct of NUSD. NUSD has the right to accept or reject any legal representation that RFDC proposes to defend NUSD.

**Independent Agents:**

This Agreement is by and between two independent agents, Roberts Family Development Center and NUSD, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. Roberts Family Development Center shall be expected to independently comply with all relevant laws including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

**Nondiscrimination:**

Any service provided by either party pursuant to the Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identify, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

*[Signatures on Following Page.]*

**Signatures:**

The following signatures have agreed to the responsibilities stated within this Memorandum of Understanding, and have been authorized by their respective governing bodies to enter into this Agreement:



Derrell Roberts  
Roberts Family Development Center

Date: 5/18/2019

\_\_\_\_\_  
Doug Orr, Associate Superintendent  
School Leadership and Support

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

\_\_\_\_\_  
Javetta Cleveland, Deputy Superintendent

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

**FORM DOCUMENT- FINGERPRINTING/CRIMINAL BACKGROUND**

**INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the Board of Trustees of Natomas Unified School District ("District") as follows:

- That I am a representative of Roberts Family Development Center (RFDC) under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certification on behalf of the corporation.

Roberts Family Development Center certifies that it has taken at least one of the following actions with respect to the activities contemplated under the Agreement (check one):

- Roberts Family Development Center has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of its mentors, employees, volunteers, and staff who may have contact with District pupils in the course of performance pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Roberts Family Development Center's mentors, employees, volunteers, and staff who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- The activities under the Agreement will be conducted at an unoccupied school site and no employee, mentor, volunteer, and/or subcontractor shall come in contact with the District pupils.

Roberts Family Development Center's responsibility for background clearance extends to all of its mentors, employees, volunteers, and staff coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Roberts Family Development Center.

**Roberts Family Development Center**

Signature: \_\_\_\_\_

*Derrell K. Roberts*

Print Name: \_\_\_\_\_

*Derrell K. Roberts*

Title: \_\_\_\_\_

*C.E.O.*

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

*5/28/2019*