

## **Contract for After School Education and Safety Program Site: American Lakes**

1. This Contract for After School Education and Safety Program ("Contract") is entered into by the Natomas Unified School District ("District") and The Sacramento Chinese Community Service Center (may also be referenced as The Center) a California non-profit corporation ("Contractor") at American Lakes School.
2. This Contract has been entered into after the District engaged in a Request for Proposal process which has, in conformity with all laws and regulations, resulted in the selection of Contractor to provide the services described herein and in support of the After School Education and Safety Program ("ASES"), as described in Education Code Section 8482, et seq.
3. This Contract incorporates and makes a part of its terms, conditions, and obligations, the contents of the District's Request for Proposal and the Contractor's response.
4. The term of this Contract is one year, commencing on August 7, 2019, and ending on June 30, 2020. If both parties jointly agree, and if full funding under the ASES program remains in place, it may be extended by written addendum for an additional one-year period. At the end of the initial or extended Contract period, the District shall have the right to conduct a new Request for Proposal process to determine whether a new Contractor should be selected.
5. This Contract may be cancelled by either party, for any reason not in violation of law, on sixty (60) days advance written notice. The District may also immediately terminate this Contract for good cause, specifically including a material and repeated violation of District policy, fraud with material misrepresentations of fact relating to the Contractor's response to the RFP, or other acts or omissions directly implicating the health or safety of District property, students, or guests.
6. The Contractor agrees to work with the District to develop a Memorandum of Understanding by August 7, 2019 to clarify, update, and/or define the following ASES program elements to be provided by the contractor:

### **Program Elements**

The ASES program must be aligned with, and not be a repeat of, the content of regular school day and other extended learning opportunities. A safe physical and emotional environment, as well as opportunities for relationship building, must be provided. After school programs must consist of the two elements below and ASES program leaders work closely with school site principals and staff to integrate both elements with the school's curriculum, instruction, and learning support activities.

An **educational and literacy element** must provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.



The **educational enrichment element** must offer an array of additional services, programs, and activities that reinforce and complement the school’s academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.

7. The District agrees to provide the following facilities for use by Contractor:  
Cafeteria, Multipurpose Room, Playground, Gym and classrooms. Rooms may be a shared space with a classroom operating during school hours.
8. Contractor shall fully and completely provide the Services described in the Request for Proposal and its Response, as well as fully and completely comply with all grant requirements and governing laws and regulations, which are material terms and requirements of this Contract. In exchange for such Services, Contractor shall be paid the total sum of \$179,182 to be paid in quarterly installments after Contractor issues an appropriate invoice for payment to the District which shall include evidence of required attendance (85% or higher) of enrolled participants. A minimum of 125 participants should be enrolled.
9. All required food (snacks, meals, beverages, etc.) shall be solely purchased, prepared, and/or provided to students from the District Food Services Department and its employees. Contractor shall provide no independent food or drink items to students without prior authorization from the District.
10. The Contractor shall affirmatively advise and coordinate with the site principal regarding homework policies, procedures, and standards, with Contractor further ensuring that the participating students’ teachers are advised of any homework obligations, challenges, or issues that may directly implicate the students’ ability to be successful in the classroom and in the accomplishment of the program goals.
11. All obligations of the Request for Proposal, including evidence of required insurance coverage, and fingerprinting and background checks, must be completed and satisfactory evidence of compliance provided to the District, on or before August 7, 2019. Contractor shall also comply with all other reasonable requests that may be made by the District to ensure the Contractor’s ability to timely and properly provide services as called for by this Contract.

**12. Insurance.**

12.1 Consultation 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</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$1,000,000 \$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

**12.1.1 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)

**12.1.2 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, 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.

**12.1.3 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.

12.2 **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:

12.2.1 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."

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.

12.2.2 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.

12.2.3 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.

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

12.3 **Acceptability of Insurers.**

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

13 **Hold Harmless.** Each party agrees to and does hereby indemnify and hold harmless the other party and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of an injury to or death of any person(s) or damage to or loss of any property caused by any act, neglect, default, or omission of the indemnifying party, or any person, firm or corporation employed by the indemnifying party, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Contract, whether said injury or damage occurs either on or off the indemnifying party's property. Each party at its own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against its governing board, officers, or employees in any action, suit, or other proceedings resulting from activities described above.

14 Contractor shall maintain and store CDE required records and documentation. In addition, copies of documentation shall be submitted by the 1<sup>st</sup> of the month to the District and shall include: evidence of NCLB eligibility for all appropriate staff, agendas and sign in sheets for all staff training, monthly submission of signed student and staff attendance sheets and parent communications. Additional documentation for monitoring or grant compliance may be requested by the district and shall be produced no later than two (2) business days from request.

15 Any dispute with respect to the bidding process, formation, operation, interpretation, or compliance with the obligations of this Contract shall be resolved by binding arbitration, by an arbitrator jointly selected by both parties or appointed by a Court of competent jurisdiction. The arbitrator shall resolve the dispute in an expedited and cost-effective procedure, with the arbitrator determining whether discovery, oral testimony, or extended briefing is necessary to resolve the dispute. If the arbitrator determines that a party has presented a claim without a proper factual and legal basis, the arbitrator may award attorneys' fees and costs.

**The Center**

Date: 5-17-19

By: [Signature]

Henry Kloczkowski  
[Print Name]

Its Duly Authorized Representative

**Natomas Unified School District**

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

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

Doug Orr, Associate Superintendent  
Its Duly Authorized Representative



## 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 The Center, 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.

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

- The 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 The Centers 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.

The Center is 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 The Center.

The Center

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

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

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



Henry Kloczkowski

5-17-19

