

## **Contract for After School Education and Safety Program**

### **Bannon Creek School**

1. This Contract for After School Education and Safety Program (“Contract”) is entered into by the Natomas Unified School District (“District”) and Sacramento Chinese Community Service Center, Inc. [a California non-profit corporation] (“Contractor”) at Bannon Creek 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. **Term.** The term of this Contract is one year, commencing on August 13, 2020 or the start date if changed due to COVID 19, and ending on June 30, 2021. 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. **Termination.** This Contract may be cancelled by either party, for any reason not in violation of law, on sixty (60) days advance written notice. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner. **With Cause by District:** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - a. material violation of this Agreement by Contractor; or
  - b. any act by Contractor exposing the District to liability to others for personal injury or property damage.

Written notice by the 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 the cost of providing the service pursuant to this Agreement, 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.

6. **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. The program elements must:

- Align program to Quality Standards for Expanded Learning.
- Increase opportunities for service learning and community service opportunities.
- Increase college and career awareness and youth entrepreneurial services.
- Use District's adopted tool for monitoring and evaluating the program on a monthly basis.
- Provide distance learning instruction support if needed during COVID 19 closures. In addition, offer enrichment opportunities and continue to support engagement for students outside of their normal school instruction
- Demonstrate community partnership in delivering programs and services to children and families.
- Improve the health and wellness of youth.
- Develop student awareness and appreciation of different cultures.
- Provide information, educational resources, and parent engagement for families.
- Ensure that student discipline policy is in alignment with the school day by working with the site principal.
- Ensure that the climate and culture of the program is inline with that of the school and that the program operates as an extension of the student's day, including expectations of supporting students.

- Shall affirmatively advise and coordinate with the site principal regarding homework policies, procedures, and standards, with 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.

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 should be designed to enhance the core curriculum and increase students' participation in visual and performing arts.

## 7. Program Requirements.

**Enrollment.** Contractor will enroll 130 students to meet a sufficient number of students and run services for a sufficient number of days to earn full core grant allocation of funding.

**Program Hours.** The program shall be offered Monday through Friday, every regular school day annually, commencing immediately upon the conclusion of the regular school day, operating a minimum of 15 hours/week, and until 6:00 pm daily. Instructional activities must include a balance of both academic and enrichment/recreation components.

**Program Days.** The program shall be offered a minimum of 180 days during the 2020-2021 school year. Contractor will close the ASES and program no more than a maximum of 3 days in the 2020-2021 school year for staff professional development, as permitted by Education Code.

**Program Components.** Contractor agrees to provide programming that supports the guidelines as outlined in the ASES grant for students at the school site. Contractor acknowledges and agrees to provide programming consistent with grant guidelines including, but not limited to:

**Student Outcomes.** Contractor shall achieve the student outcomes as described in the grant application narrative and articulated in documents from the program evaluation team. Contractor agrees to develop school specific outcomes, as defined in partnership with the principal. Contractor recognizes that the principal is the chief decision maker for after school and ensures that school site objectives are met.

**Alignment with Single Plan for Student Achievement (“Site Plan”).** Contractor will ensure the after school program aligns with the District and school site and objectives to ensure the success of students as articulated in the Site Plan. Contractor will work in partnership with the school principal to ensure that the program components are aligned with and complement the District standards and school site curriculum.

**Meeting Participation.** Contractor will participate in technical assistance, training, orientation, meetings and other support and resource development activities provided by the District and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Contractor staff will participate in meetings facilitated by the District’s Chief Academic Office to address program quality, program improvement and general troubleshooting.

**Staff Ratio.** The staff to youth ratio shall not exceed 1:20, with no more than 20 youth for each qualified, adult staff supervisor.

**Staff hours.** The site coordinator shall provide a minimum of 30 hours per week. Additionally, the site coordinator must be on site at least 85% of their funded time.

**Minimum Qualifications.** Contractor staff and agents who directly supervise students and are included in the 1:20 staff to student ratio must meet the following minimum qualifications for an instructional aide: a high school diploma or its equivalent and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam.

**Data Collection.** Contractor will work with the District to collect and analyze data on student enrollment, student attendance, student academic performance, student satisfaction, and parent satisfaction. This includes, but is not limited to:

**Accountability Reports.** Providing the District with the following set of program accountability reports:

- Financial reports
- Activity reports
- Outcomes reports: behavioral and academic

**Attendance Reports.** Providing the District with attendance reports using the the District attendance systems and maintaining required attendance records utilizing the District attendance systems, including completion of mandatory monthly reports. Original written documentation of all daily attendance records, including all daily sign in/out sheets, will be maintained by Contractor for 5 years for auditing purposes.

**Use of Enrollment Packet.** Contractor will use the District After School Program Parent Permission and Student Information enrollment packet, including early release waiver for all after school participants. Contractor will seek approval from the District After School Programs Office for any modifications to the District enrollment packet, in advance of distribution.

**Maintain Clean, Safe and Secure Environment.** Maintaining clean, safe, and secure program environments for staff and students in conjunction with District guidelines. Contractor, as they view necessary, will initiate and establish additional cleanliness, safety, and security policies and protocol sufficient to ensure staff, student and family member safety.

8. **Facilities Use.** The District agrees to provide the following facilities for use by Contractor: Cafeteria, Multipurpose Room, Playground, Gym, additional rooms. Rooms may be a shared space with a classroom operating during school hours, unless state-mandated safety and health guidelines prohibit the use of facilities due to social distancing requirements.
9. **Total Compensation.** 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 \$169,749.43 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) and prior year attendance of enrolled participants. A minimum of 130 participants should be enrolled.

**Reconciliation Process for Positive Attendance Based Grant Funds.** The District will adjust the payment of the “positive attendance based” grants based on quarterly review of monthly invoices and attendance for services rendered related to the ASES for any adjustments resulting from the reconciliation of the attendance reports for that quarter’s months. The attendance reconciliation process will assess the program’s performance with respect to the required compliance with the grant mandated attendance rates. Based on the review, financial adjustments of additional payment or additional withholding will be made. Any remaining balance(s) will be forwarded to Contractor or the District. Any adjustment required in excess of the withholding will necessitate additional

adjustments to future invoices and payment.

10. **Administrative Charges and Reconciliation.** Reconciliation process for positive attendance based grants must factor in the subtraction of administrative and other District central charges from any grant amounts earned through attendance (the District indirect, custodial, evaluation, Chief Academic Office administrative and training/technical assistance fees).

**District Administrative Fees.** The District shall charge and withhold up to 14% from the overall ASES grant awards for central indirect, administrative, custodial, evaluation, and direct service training and technical assistance.

**Contractor Administrative Fees.** Contractor understands and agrees that it may not charge administrative fees in excess of the appropriate dollar amount to keep the ASES grant within the grant-mandated allowable 15% for total indirect/administrative costs. The Contractor administrative fees charged to the ASES grant must be used for direct administrative costs and cannot be used for Contractor indirect costs. Direct administrative costs consist of expenditures for administrative activities that provide a direct benefit to the ASES program. Indirect costs consist of expenditures for administrative activities that are necessary for the general operation of the Contractor, but that cannot be tied to the ASES program.

11. **Program Budget.** The grant will remain as part of the site budget. Funds will be encumbered from the site budget on behalf of Contractor for the school year 2020-2021 and will not exceed **\$169,749.43** in accordance with **Exhibit A** Comprehensive After School Program Budget for Contractor 2020-2021.

12. **Modifications to Budget.** Any modifications to the approved grant budget must be approved by the District, Contractor, and CDE before expenditures of funds for modified line items are authorized. Except as expressly set forth herein, the District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for the District. The granting of any payment by the District, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by Contractor without delay.

13. **Program Fees.** The intent of the ASES program is to establish local programs that offer academic assistance and enrichment for students in need of such services regardless of their ability to pay. Though it is not against the rules to charge fees for participation in programs, the CA Department of Education discourages it because it could exclude students in need from attending and taking advantage of the after school program. The District does not want to

charge program fees and the Contractor agrees not to charge fees.

14. **Oversight.** Contractor will provide oversight, fiscal management, payroll services, technical assistance, and facilitation of collaboration with other service providers. Contractor must ensure compliance with ASES and funding guideline requirements and follow the District after school policies and procedures. This includes compliance with staffing requirements and policies including No Child Left Behind and other legislative mandates.
15. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
  - Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
16. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of services pursuant to this Agreement.
17. **Subrecipient Monitoring.** Contractor agrees and understands that the District is responsible for fiduciary and programmatic oversight for the expenditure of the ASES grant funds. Contractor will function as a subrecipient of funding and as such will follow all required fiscal guidelines and meet outlined standards as referenced in applicable Federal and State subrecipient guidelines. Contractor shall maintain and store CDE required records and documentation. Copies of documentation shall be submitted by the 1<sup>st</sup> of the month to the District and shall include: 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. Any such materials in the hands of Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the District. Contractor may retain a copy of all materials produced under this agreement for its use in its general business activities. Subrecipients are required to undergo an annual audit and communicate findings to the District, as requested. Contractor will ensure that all contracted funds of this agreement are expended as per grant guidelines. The District and Contractor shall meet and confer regarding any disputes as to the amount of actual expenses before taking any action to collect funds.

- 18. Audit and Accounting.** 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 will provide Budget to Actual Revenue and Expenditure Reports to the District on a quarterly basis. The first quarterly report will be due 3 months after the start of the After School program and the final report will be due after closing of the books. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) 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.
- 19. Ownership of Documents.** All documents created by Contractor pursuant to this agreement, including but not limited to reports, designs, schedules, registration packets, early release waivers, and other materials prepared, or in the process of being prepared, for the services to be performed by Contractor, are and shall be at the time of creation and thereafter be the property of District, with all intellectual property rights therein vested in the District at the time of creation.
- 20. Nutrition.** All required food (snacks, meals, beverages, etc.) shall be solely purchased, prepared, and/or provided to students from the District Nutrition Services Department and its employees. Contractor shall provide no independent food or drink items to students without prior authorization from the District. The Contractor shall adhere to the following nutrition services guidelines:
- Attend Nutrition Services training. The person responsible for snack distribution changes will make arrangements with Nutrition Services for training of new employees or representative of the Contractor;
  - Complete after school program snack Menu Production Worksheets (MPW) on a daily basis; ensure meal count is accurate; and submit completed MPW to Chief Academic Office monthly;
  - Ensure that only students are served and receive food from the program; meals are not removed from the school site and leftovers are placed in cafeteria;
  - Immediately report to the Chief Academic Office any concerns related to food safety or food contamination;
  - Contractor will be billed at the applicable rates for meals by Nutrition Services if MPW was not completed monthly and submitted to the

District Chief Academic Office.

21. **Obligations of the Request for Proposal.** Evidence of required insurance coverage with additional insured endorsement and fingerprinting and background checks, must be completed and satisfactory evidence of compliance provided to the District, on or before August 13, 2020. 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.
22. **Tuberculosis Screening.** Current documentation of negative TB Test (PPD) on file for each Contractor agent working with students.
23. **Fingerprinting of Employees.** It is contemplated at the time of execution of this Agreement that Contractor or its employees will have contact with students during the provision of services under this Agreement. 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. Contractor will use the District's Fingerprinting process and form through the Chief Academic Office -Human Resources and pay for related fingerprinting costs. 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.
24. **Insurance.** 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
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments 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 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, 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, 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 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 Contractor’s profession, coverage to continue through completion of Agreement plus two (2) years thereafter.

**Proof of Insurance.** Contractor 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 Contractor to agree in writing that

Contractor, or Contractor's insurance broker or producer, in lieu of Contractor'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 Additional Insured Endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, Contractors, 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 Contractor's Insurance policies shall be primary to any insurance or self-insurance maintained by the 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.

**25. Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Contractor. Contractor shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

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

**27. 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 Services required

by this Agreement are 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 Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement 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, Contractor shall bear all costs arising therefrom.

28. **Conflict of Interest.** Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this agreement, and in the event of change in either private interest or services under this agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.
29. **Drug-Free / Smoke Free Policy.** Contractor understands that the District does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on the District property. Contractor agrees to adhere to this policy for its students, staff, visitors, employees and or subcontractors.
30. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement and Safe Haven school guidelines in accordance with Board Policy 5111.1. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
31. **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.
32. **Antidiscrimination.** 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.
33. **Removal of Staff.** In the event that the District, in its sole discretion, at any time during the term of this agreement, desires the removal of any Contractor related persons, employee, representative or agent from the District school site and/or

property, Contractor shall immediately upon receiving notice from the District of such desire, cause the removal of such person or persons. In the event the District requests the removal of any Contractor related persons, employee, representative or agent from the District school site and/or property, the District's Executive Director, CAO shall provide to the Contractor written, supporting rationale for the decision. The District Chief Academic Office, after conferring with Legal and the Executive Officer supporting the site, shall decide, taking all the facts and circumstances into account, if the Contractor may reassign an employee or agent to another the District site. Prior to the removal or change of any Contractor staff member who is a regular part of the after school program, Contractor shall inform the Executive Director with as much notice as possible, and will work with the Site Administrator to ensure a smooth transition in staffing.

34. **Child Abuse and Neglect Reporting Act.** Contractor will comply with the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting Contractor as stated in California Penal Code § 11164 – 11174.
35. **Changing Legislation.** Contractor understands that changes in Federal, or state legislation or District policy may impact funding levels, grant requirements, and responsibilities of Contractor during an academic school year. This agreement may be amended during the 2020-2021 fiscal year to reflect additional changes resulting from such legislation.
36. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim

until the time the claim is denied, including any time utilized by any applicable meet and confer process.

37. **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.
38. **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. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
39. **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, facsimile transmission, or electronic mail, addressed as follows:

**District:**

**Natomas Unified School District  
1901 Arena Blvd.  
Sacramento, CA 95834  
Email: sborges@natomasunified.org  
ATTN: Shea Borges**

**Contractor:**

**Sacramento Chinese Community  
Service Center, Inc.  
420 I Street, Suite 5  
Sacramento, CA 95814  
Email: shannon@sccsc.org  
ATTN: Shannon Roth**

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) calendar days after deposit in the United States mail.

40. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
42. **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.
43. **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 which the District's administrative offices are located.
44. **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.
45. **Severability.** If any term, condition or provision of this Agreement is held by a court or arbitrator 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.
46. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
47. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
48. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
49. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
50. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of

each Party has been properly authorized and empowered to enter into this Agreement.

51. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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

**Sacramento Chinese Community Service  
Center, Inc.**

**Natomas Unified School District**

Date: June 11, 2020

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

By: 

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

Henry Kloczkowski, Executive Director

Javetta Cleveland, Deputy Superintendent

Its Duly Authorized Representative

Its Duly Authorized Representative

**EXHIBIT "A"**  
**BUDGET**

<b>NUSD ASES PROGRAM</b>				
PROGRAM BUDGET EXPENSE SUMMARY				
<b>EXPENSES</b>	<b>A. NUSD ASES BUDGET</b>	<b>B. ALL OTHER "FUNDED PROGRAM EXPENSES"</b>	<b>C. IN-KIND (NON-CASH EXPENSES)</b>	<b>D. TOTAL PROGRAM BUDGET</b> <small>(Column A+B+C)</small>
<b>PERSONNEL EXPENSES:</b>				
1. Salaries & Wages (Direct Services)	<b>\$83,790.00</b>			<b>\$83,790.00</b>
2. Salaries & Wages (Administration)	<b>\$40,000.00</b>			<b>\$40,000</b>
3. Employer Costs/Benefits	<b>\$25,830.40</b>			<b>\$25,830.40</b>
<b>Subtotal Personnel Expenses</b>	<b>\$149,620.40</b>			<b>\$149,620.40</b>
<b>EQUIPMENT:</b>				
4. Supplies	<b>\$4,015.00</b>			<b>\$4,015.00</b>
5. Materials				
6. Food				
7. Equipment				
<b>Subtotal Equipment and Supplies Expenses</b>	<b>\$4,015.00</b>			<b>\$4,015.00</b>
<b>ALL OTHER:</b>				
8. Contracted Services			<b>\$26,974.20</b>	<b>\$26,974.20</b>
9. Field Trips				

<b>EXPENSES (continued)</b>	<b>A. NUSD ASES BUDGET</b>	<b>B. ALL OTHER “FUNDED PROGRAM EXPENSES”</b>	<b>C. IN-KIND (NON-CASH EXPENSES)</b>	<b>D. TOTAL PROGRAM BUDGET (Column A+B+C)</b>
10. Other	<b>\$1,152.00</b>			<b>\$1,152.00</b>
<b>Subtotal All Other Expenses</b>	<b>\$1,152.00</b>		<b>\$26,974.20</b>	<b>\$28,126.20</b>
11. Admin Fee - Flat or percentage (10%)	<b>\$14,962.04</b>			<b>\$14,962.04</b>
<b>TOTAL EXPENSES</b>	<b>\$169,749.43</b>		<b>\$26,974.20</b>	<b>\$196,723.63</b>