Б Д Д	Approval of Grants, Entitlements, and Other Income Ratification of Other Agreements Approval of Bid Awards Approval of Declared Surplus Materials and Equipment Change Notices Notices of Completion	Agreements
Ap Co	ormation Item Only proval on Consent Agenda onference (for discussion only) onference/First Reading (Action Anticipated: onference/Action tion blic Hearing	)
Divis ion: I	Business Services	
Recommen	ndation: Recommend approval of items submitted.	
Background	d/Rationale : None	
Financial C	onsiderations : See attached.	
	(s): College, Career and Life Ready Graduates; Safe, tudents; Operational Excellence	Emotionally Healthy,
2. Expenditu	Attached: ntitlements, and Other Income Agreements ure and Other Agreements of Declared Surplus Materials and Equipment	

Estimated Time of Presentation

#### GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u> <u>New Grant</u> <u>Amount</u>

#### **TECHNOLOGY SERVICES**

Follett School Solutions

# THE CALIFORNIA ENDOWMENT PROGRAM SUPPORT GRANT AGREEMENT

Sacramento City Unified School District EIN 946002491

**Grant Number 20193025** 

7KLV 3URJUDP 6XSSRUW \*UDQW \$JUHHPHQW 3\$JUHHPHQW the spaces provided for VLJQDWXUH ZLOO HYLGHQFH \*UDQWHH¶V DJUH &DOLIRUQLD (QGRZPHQW 37KH (QGRZPHQW´ DV IROORZV

I. <u>\*5\$17((¶6 67\$</u>786

7KLV JUDQW LV VSHFLILFDOO\ FRQGLWLRQHG XSRQ \* U D Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code WKH 3&RGH′ DV DPHQGHG DQG LV QRV509(Da) SULYD of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full 5HJDUGOHVV RI \*UDQWHH¶V FXUUHQ IRUFH DQG HIIHFW immediately of any actual or proposed change in tax status.

||. PURPOSE OF GRANT4II m (g (G [ (] TJ ET Q q  $\Omega$  e W\*t n  $\Omega$  • \$ DYp î Ì Ñ

fic charitable purposes described in this Agreement. The

- c). Define and establish district goals for student health as well as an accountability plan for these goals.
- 2. Improve overall health outcomes for students and parents by helping them stay on-track for graduation and lower chronic absences through our efforts with the White House Success Mentors Initiative and the Campaign for Black Male Achievement:
  - a). Completion and training in the National CARESMentoring program through Campaign for Black Male Achievement;
  - b). Increase in school attendance rates by 10% for young men and women participating in WKH 0HQ $\P$ V DQG:RPHQ $\P$ V /HDGHUVKLS \$FDGHP\ 0:/\$
  - c). Decrease absences and suspensions by 10% for young men and women participating in the MWLA:
  - d). Increase in school connectedness for young men and women participating in the MWLA as measured through pre-post assessments;
  - e). At least 10 MWLA youth will receive additional intensive supports in counseling and healing strategies;
  - f). At least 10 young men and women participating in the MWLA will increase their participation in school and district leadership opportunities as measured by sign-in sheets and teacher/district verification and program development by the Architects of Hope, SCUSD teachers and Campaign for Black Male Achievement partnership.
- 3. Develop the expansion of the Women's Leadership Academy (WLA):
  - a). Develop a small learning community of WLA teachers (5);
  - b). Continue to develop the Girl Inspired conference through the leadership of the WLA Youth Council;
  - c). Develop curriculum for the WLA through college and career, history and legacy, health and nutrition, developing critical consciousness, good decision making, etc.
- 4. Formalize the role of the MWLA Youth Council as an advisory/leadership group equipped to advocate for boys & girls of color within schools, district and local government:
  - a). At least two young men and two young women will be selected for the MWLA Youth Council stipend positions;
  - b). MWLA Youth Council will present to SCUSD Board to highlight work of MWLA through community and civic engagement, as well as a newly developed MWLA podcast HQWLWOHG 7:KHH' 5 (R\$G) FDVW
  - c). MWLA Youth Council member will attend Building Health Communities (BHC) youth engagement action team meetings.
- 5. Build self-management, self-awareness, and relationship-building skills in community members and staff working in BHC schools:
  - a). Five staff members at five BHC school sites will complete quarterly trainings in Health and Healing Strategies from Pacific, Will C. Wood, John Still, Hiram Johnson, Father Keith B. Kenny;

Agreement Program Support: Sacramento City Unified School District - 20193025 Rev. 2.17.17

Superintendents who directly supervise schools. The goal this year is to be more intentional about reaching out to our parents and community partners

#### IV. AMOUNT OF GRANT

\$50,000.00, payable as follows.

\$50,000 upon receipt of signed Award Agreement.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

#### V. **PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from October 15, 2018 to October 14, 2019, unless otherwise agreed upon in writing by The Endowment.

#### VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

- A. <u>Expenditure of Grant Funds.</u>
  - 1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
  - 2. Prohibited Uses. Grantee shall not use any of the funds from this grant in9(t)-14(ribe

Agreement Program Support: Sacramento City Unified School District - 20193025 Rev. 2.17.17

- 2. Any portion of the funding is not used for grant purposes.
- C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any LQWHUHVW WKHUHRQ VKDOO EH DFFRXQWHG IRU VH systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to UHVWULFWHG JUDQW HISHQGLWXÜHV DQG PDNH WKH review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves WKH ULJKW XSRQ ZULWWHQ QRWLFH WR DXGLW expenditure of any funds provided by The Endowment as a restricted grant.
- D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.

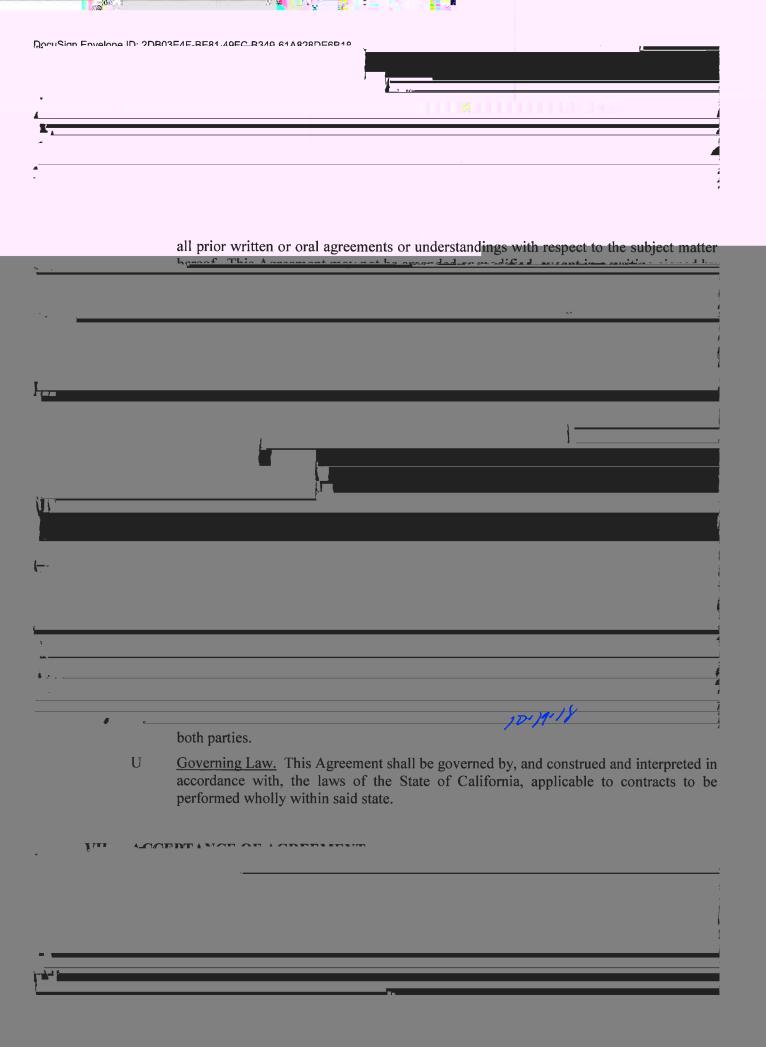
The schedule of due dates for such written reports is:

Final Report due: November 30, 2019

- E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- Management and Organizational Changes. The Grantee agrees to provide immediate F. written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, includin J ZLWKRXW OLPLWDWLRQ FKDQJHV LQ WKH of funding.
- G. <u>Public Reporting.</u> The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-

Rev. 2.17.17

\* U D



#### Payment Form

The California Endowment issues electronic payments via an ACH credit directly to your bank account. In order to process your payment, please enter your Bank Name, nine-digit ACH Bank Routing Number and Bank Account Number in the fields below. Please note that any inaccurate information entered may result in a delayed ACH payment or payment by check.

Please note that fees of \$0.10 -\$0.20 cents may be imposed by your bank for each A CH transaction. Please refer to your bank representative for details.

, I \RX SUHIHU QRW WR UHFHLYH SD\PHQW HOHFWURQLFDOO\ SO Endowment will issue a paper check that will be mailed via US post.

Grantee Organization Name	Sacramento City Unified School District
Project Title and File Number	Youth Development Support Services - Promoting Healthy School Environments 20193025
Grantee Organization Address	5735 47th Avenue, Sacramento, CA, United States, CA - 95824
Payee Organization Name	n/a
Bank Name	n/a
ACH Bank Routing Number	n/a
Bank Account Number	n/a
Confirm Bank Account Number	n/a
Name of Authorized Person Providing	
Banking Information	n/a
Title of Authorized Person Providing Banking Information	n/a
Phone Number for Authorized Person Providing Banking Information	n/a
Contact email address	
(we will send an email confirmation once the ACH is processed)	n/a

By signing this form, I confirm that the above bank information is accurate and that I authorize The California Endowment to issue an ACH credit to the above named account:



I further acknowledge that The California Endowment cannot be held liable for lost funds due to

in commonly to graph of the second and the first of the second of the se

Signed by:

Title: 1 Business Officer

### Monitoring Form

Sacramento City Unified School District
5735 47th Avenue, Sacramento, CA, United States, CA - 95824
Project Title and File Number: Youth Development Support Services - Promoting Healthy School Environments 20193025
Should you have any questions, please contact tcegrantreports@calendow.org
Reporting Contact
Name:



#### **SERVICES AGREEMENT**

Date: September 1, 2018 Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of

California, (hereinafter referred to as the "District"); and Conditions for Learning

(hereinafter referred to as "Contractor").

#### Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

- B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.
  - C. California Government Code Section 53060 authorizes a public school district to



Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of



The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

#### ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). Contractor shall obtain subsequent arrest service from DOJ for ongoing notification regarding an individual whose fingerprints were submitted pursuant to §45125.1. Upon receipt of such a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such a subsequent arrest notification. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

#### ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or LQMXU\WRSHUVRQVRUSURSHUW\LQFOXGLQJSubingHQWRIUF without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### ARTICLE 9. INSURANCE.



The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

#### ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District: Contractor:

Sacramento City Unified School District

PO Box 246870

Sacramento CA 95824-6870 Davis, CA 95618
Attn: Jessica Sulli, Contracts Attn: Jason Knighton

#### ARTICLE 13. ENTIRE AGREEMENT.

Conditions for Learning

3683 El Segundo Ave

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.



#### ARTICLE 14. CONFLICT OF INTEREST.

The 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 covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of LQWHUHVW EHW Z HalmiQ, b&ustn@stvduftoantwaRindeffest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of VXFKJ|ä6 '¿AO rE5‡ VXFKJ|ä?>0 €PDF;0 i0 r EHWZ

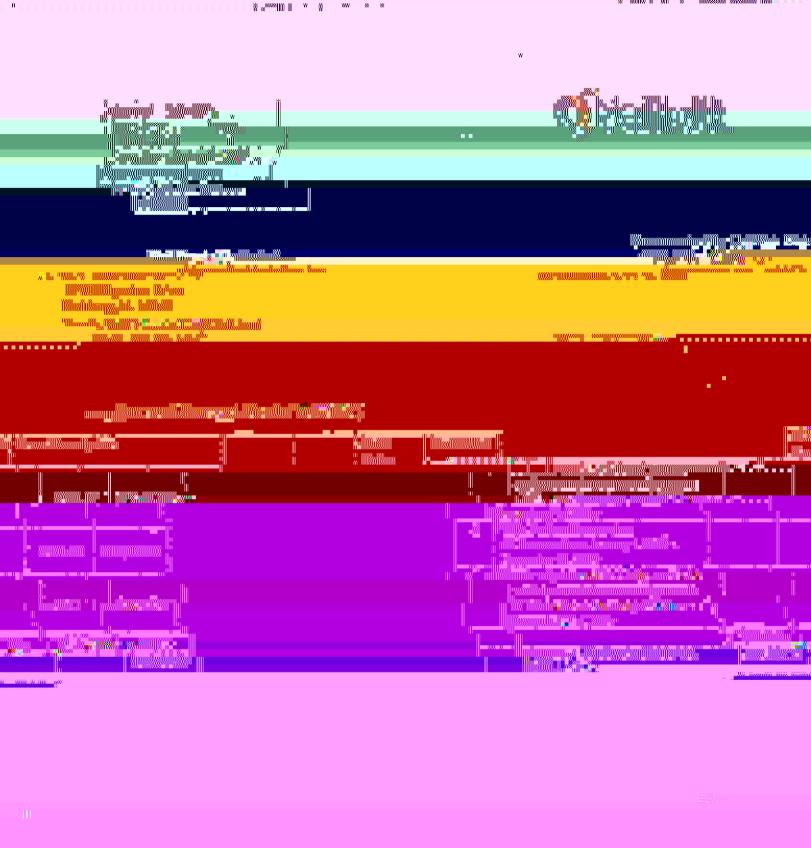


Executed at Sacramento, California, on the day and year first above written.

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By:		
-	John Quinto	
	Chief Business Officer	

### EXHIBIT A







Page 2
Quote# 7366768

_				
	Figiration Date	4 J.		

The same triang is the first of the same is the same i	
Customer#   0453214	
Customer# 0453214 Customer SACRAMENTO CITY UNIF SCH DIST	
· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·	
,	
<u> </u>	
and the second s	



_		
Г	Page	3
Г	Quote#	7212879
Г	Issue Date	09/21/2017
	Expiration Date	11/30/2017
Г	Customer#	0453214
Г	Customer	SACRAMENTO CITY UNIF SCH DIST

		Quote Details					
	Item Numb	er / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount	
<u> </u>							
		MEMBER					
					Site Total	\$1,321.22	
	CROCKER	RIVERSIDE ELEM SCH - 0404239			•		
	48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/22/2017	12/31/2018	\$561.11	
	49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/22/2017	12/31/2018	\$610.11	
	67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT	12	12/22/2017	12/31/2018	\$150.00	
		MEMBER					
	DAVID LUE	BIN ELEM SCH - 0404201			Site Total	\$1,321.22	
	400000 =	DISTRICT MEMBER IN MOSTER SERVICE DESIGNAL	4.0	40000017	1010-10010		
	<b>.</b>	<u> </u>					
		1 wp					
-							
-							

**Quote Details** 



Page	4
Quote#	7212879
Issue Date	09/21/2017
Expiration Date	11/30/2017
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

	<u> </u>	ans				
	item Number / Description הְיצְּיִר קְבֵּיִי בּוֹיִדִי בּרִיבְרָנְיִי מְשִׁי בְּיִבְּיִי בְּרָבִייִי בְּיִבְּיִי בְּיִבְּיִי בְּיִבְיִי בְּיִבְיִי בְּיִבְּיִי בְּיִבְיִי בְּיִבְייִי בְּיִבְייִי בְּיבְייִי בְּיִבְייִי בְּיבְייִי	Renev	Current Expiration bs Date	New Expiration Date	Amount	
	1 Maria					
•	<del>'</del>					
ı	•					
	<b>\</b>					
						4
	MEMBER					
	FERN BACON BASIC MDL SCH - 0404208		10 (0000018	Site Total	\$1,321.22	
	ADMIN BINTANT HEATER IN LIGHTER RECLINGERSHELL					
1						
٠.						
	COSOD DISTRICTMENDED DIA LICOTED SEDUICE DENEMAL.		40 40000043	. 40/04/0040	BB18 11	
	•					



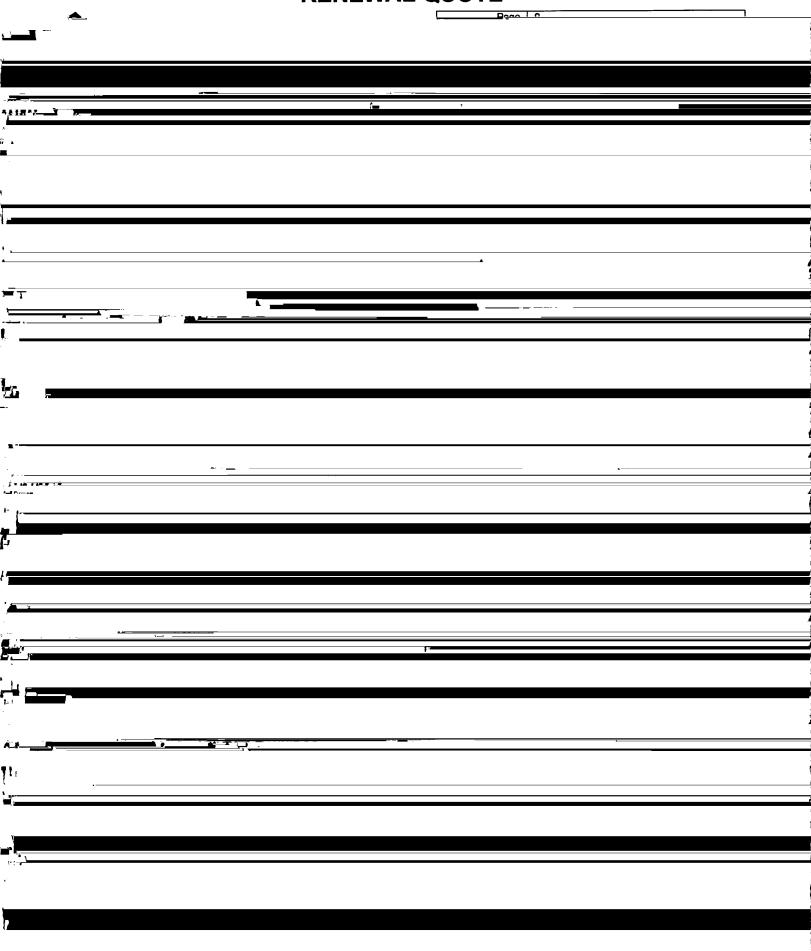
Page	5
Quote#	7366768
Issue Date	10/01/2018
Expiration Date	12/31/2018
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

	Current New
	Fig. 1. Control of the control of th
,	
-	
7-31-1 <del>-</del> 1-	
· 1	
<u> </u>	
•	
	<u> </u>
	<u></u>
7	
7	
•	
₽ <sup>TP</sup>	<del>'</del> .
- '	
•	
* 146_	
-	
7	
<del></del>	
•	
<u> </u>	

RENEWAL QUOTE				
Page 6	!			
» <del>-</del> .				
<u> </u>				
i.				
*.				
	1			
· · · · · · · · · · · · · · · · · · ·				
$\ell$ .				
Customer#   0453214				
Customer SACRAMENTO CITY UNIF SCH DIST				
	-			



		Quote# 7366768	
			P. Karana
			<u> </u>
-			
_			
-			
	Expiration Date   12/31/2018		
	Expiration Date 12/31/2018		
	Customer# 0453214		
	Customer# 0453214  Customer SACRAMENTO CITY UNIF	SCH DIST	
tra-	<u> </u>	No. No. was	Inga constants and
· · · · · · · · · · · · · · · · · · ·	rs.		
•			
-			
	· · · · · · · · · · · · · · · · · · ·		
	Company March 1997 and 1997 and 1997		
<b>-</b> 1 <sup>1 − 2</sup>		• 1	
- 41			
·			
1			
<u> </u>			
	· · · · · · · · · · · · · · · · · · ·		
		<u> </u>	
٠	William		
r <u>-</u>			
i -			
<u></u>			
_		· · · · · · · · · · · · · · · · · · ·	
	•		
<u></u>			
·			
	F.11 - C		
		<del></del>	





Page 9 Quote# 7366768

Γ	Expiration Date	12/31/2018
г	Customont	0450044

	Quote Details	***	4.1		
Item Numb	er / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2018	12/31/2019	\$150.00
				Site Total	\$1,349.28
SUSAN B	ANTHONY ELEM SCH - 0404203				
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2018	12/31/2019	\$589.17
49302P	DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	12/31/2018	12/31/2019	\$610.11
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	12/31/2018	12/31/2019	\$150.00
				Site Total	\$1,349.28
SUTTER M	DL SCH - 0404244			•	• •
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	12/31/2018	12/31/2019	\$589.17
		4.0	10.001.0010	10010010	2040 44

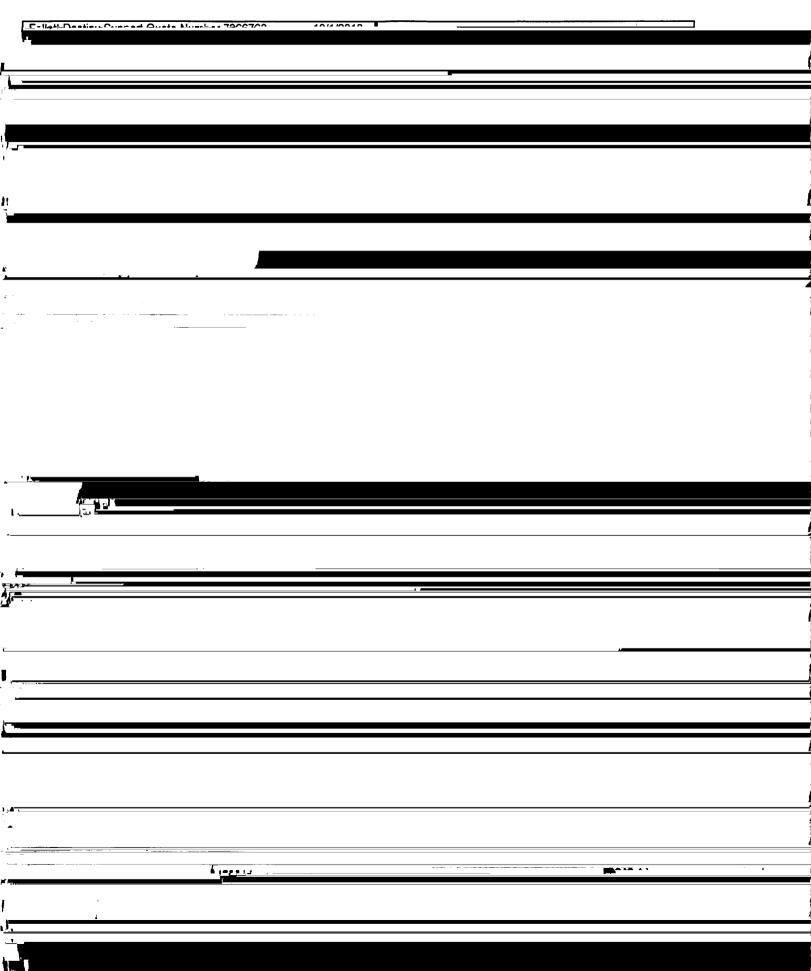


Page	10
Quote#	7366768
Issue Date	10/01/2018
Expiration Date	12/31/2018
Customer#	0453214
Customer	SACRAMENTO CITY UNIF SCH DIST

	Quote Details	
<del></del>		
<u> </u>	to a garden de antico.	
TOPING AMERICA	A CONTRACTOR OF THE CONTRACTOR	
•		
\$ pr		
· · · · · · · · · · · · · · · · · · ·	water and the second se	
o		
- <u></u>		
٠		
<u></u>		
<u></u>		
<u></u>		
<u></u>		
<u></u>		

Follett Software Company (Confidential)

## SACRAMENTO CITY UNIF SCH DIST Support Summary



þ

#### SACRAMENTO CITY UNIF SCH DIST

c...Ju⊡a gammauı

		_					
-	_						
	Follett Destiny Support Quote Number 7366768	10/1/2018		<del></del>	1	$\neg$	
		Customer#	Library Manager	Titlepeek	Resource Manager		
	O W ERLEWINE ELEM SCH OAK RIDGE ELEM SCH	0404232 0404233	\$589.17 \$589.17	\$150.00 \$150.00	\$610.11 \$610.11		
	PACIFIC ELEM SCH	0404234	\$589.17 \$589.17	\$150.00	\$610.11 \$610.44		
1	t						
_	<u> </u>						
)==							
_							
	~						
-	, i 1						
	•						
							4
					to the community of the same		
1							
1				19- J			
<u></u>							
	, <u>*</u>						
	· (4						
1							
•							