File No	250873	Committee Item No.	5
		Board Item No. <u>6</u>	
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	Budget and Finance Compervisors Meeting	Date October	
Cmte Boar	Motion Resolution Ordinance Legislative Digest Budget and Legislative A Youth Commission Report Introduction Form Department/Agency Cove MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Comm Award Letter Application Public Correspondence	er Letter and/or Report	
OTHER	(Use back side if addition	nal space is needed)	
	DCYF Statement on Retr	•	
	DCYF Presentation 10/1/		
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 Date
 September 25, 2025

 Date
 October 2, 2025

Completed by: Brent Jalipa
Completed by: Brent Jalipa

1	[Grant Agreement - Retroactive - San Francisco Unified School District - Student Success Fund - Not to Exceed \$28,996,871]
2	Γαπα - Νοι το Εχοσσα ψ20,330,07 1]
3	Resolution retroactively approving the Agreement between the City, acting by and
4	through the Department of Children, Youth and Their Families ("DCYF"), and the San
5	Francisco Unified School District for the Student Success Fund, for a term of one year
6	from July 1, 2025, through June 30, 2026, and for a total not to exceed amount of
7	\$28,996,871; and to authorize DCYF to make any modifications to the Agreement that
8	do not materially increase the obligations or liabilities of the City, are necessary or
9	advisable to effectuate the purposes of the Agreement or this Resolution.
10	
11	WHEREAS, On November 8, 2022, the City and County of San Francisco voters
12	passed Proposition G, establishing the Student Success Fund under Charter, Section 16.131;
13	the purpose of the Fund is to provide additional resources to the San Francisco Unified
14	School District to accomplish grade-level success in core academic subjects and improve
15	social/emotional wellness for all District students; and
16	WHEREAS, District Innovation programs under the Fund in fiscal year 2025/2026 will
17	support multiple schools that have creative and innovative programs that will support students
18	academic achievement and social emotional well-being and support schools with emerging
19	needs or provide workforce support to San Francisco Unified School District to help move
20	towards academic achievement; and
21	WHEREAS, Student Success Grants under the Fund in fiscal year 2025/2026 will
22	support schools that need additional support and funds to create their Community School
23	Implementation Plan or to implement their Community School Implementation Plan; and
24	

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1	WHEREAS, 53 San Francisco Unified School District elementary, middle and high
2	schools will receive Student Success Grants in fiscal year 2025/2026, having been selected
3	by competitive procurement; and
4	WHEREAS, 23 non-profit service providers will support Student Success Fund
5	programming in fiscal year 2025/2026; and
6	WHEREAS, The Agreement supports emerging needs that directly impact San
7	Francisco Unified School District students; and
8	WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by
9	Resolution of any contract which, when entered into, extends over 10 years, and of any
10	contract which, when entered into, costs the City \$10,000,000 or more; and
11	WHEREAS, The proposed Agreement contained in File No. 250873, is substantially in
12	final form, with all material terms and conditions included, and only remains to be executed by
13	the parties upon approval of this Resolution; now, therefore, be it
14	RESOLVED, That the Board of Supervisors hereby approves the Agreement
15	substantially the form contained in File No. 250873; and, be it
16	FURTHER RESOLVED, That the Board of Supervisors authorizes DCYF to make any
17	modifications to the Agreement, prior to its final execution by all parties, that DCYF
18	determines, in consultation with the City Attorney, are consistent with this Resolution, in the
19	best interest of the City, do not materially increase the obligations or liabilities of the City, are
20	necessary or advisable to effectuate the purposes of the Agreement, and are in compliance
21	with all applicable laws, including City's Charter; and, be it
22	FURTHER RESOLVED, That within 30 days of the Agreement being fully executed by
23	all parties, DCYF shall submit to the Clerk of the Board of Supervisors a completely executed
24	copy for inclusion in File No. 250873; this requirement and obligation resides with the

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1	Department, and is for purposes of having a complete file only, and in no manner affects the
2	validity of approved Agreement.
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Item 5	Department:
File 25-0873	Children, Youth, and Their Families

### **EXECUTIVE SUMMARY**

#### **Legislative Objectives**

 The proposed resolution would retroactively approve a grant agreement between the Department of Children, Youth, and Their Families (DCYF) and San Francisco Unified School District (SFUSD) with a term from July 1, 2025, to June 30, 2026, and a total not-to-exceed amount of \$28,996,871, to fund programming for the Student Success Fund (SSF).

# **Key Points**

- In November 2022, San Francisco voters approved Proposition G, which dedicated City funds to SFUSD for 15 years to support programs enhancing student achievement and social-emotional wellness. DCYF was designated to oversee and administer the funds.
- The proposed grant would fund three categories of grants: (1) Student Success grants, (2) District Innovation grants, and (3) grants for as-needed projects. Student Success grants provide funding for individual schools to develop a community school implementation plan and funding to implement new programs consistent with the plans. District Innovation grants provide funding for programs that span multiple schools, such as academic support for African American students, changes to the math curriculum, and afterschool STEM programs and internships at UCSF. These programs were originally funded in FY 2024-25 and the proposed grant would continue funding into FY 2025-26.
- DCYF and SFUSD developed performance measures for all grant programs in FY 2024-25, however the FY 2024-25 outcomes report will not be available until October 2025.

### **Fiscal Impact**

- The not-to-exceed amount of this grant agreement is \$28,996,871, including \$11,050,000 for District Innovation grants, \$14,419,360 for Student Success grants, \$2,546,940 for projects as-needed grants, and \$980,571 for SFUSD's program administration.
- The remaining \$6,003,129 of the \$35 million Student Success Fund FY 2025-26 budget will be retained by DCYF. Currently, \$3,202,719 is allocated for technical assistance, \$1,225,000 for administration, and \$1,575,410 is unallocated.

#### Recommendation

Approve the proposed resolution.

### **MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

### **BACKGROUND**

In November 2022, San Francisco voters approved Proposition G, which established the Student Success Fund (SSF) as Charter Section 16.131. This fund dedicated existing City funds to the San Francisco Unified School District (SFUSD) for 15 years to support programs enhancing student achievement and social-emotional wellness.<sup>1</sup> The Department of Children, Youth, and Their Families (DCYF) was designated to oversee and administer the funds.

The fund is supported through appropriations from the Educational Revenue Augmentation Fund (ERAF) revenues.<sup>2</sup> This fund consists of property tax revenues exceeding K-14 education funding obligations, which are returned to the City as "excess ERAF". Annual appropriations from the excess ERAF established by the Charter amendment are as follows:<sup>3</sup>

- \$11 million in FY 2023-24
- \$35 million in FY 2024-25
- \$35 million in FY 2025-26
- \$45 million in FY 2026-27
- For FY 2027-28 through FY 2037-38, the appropriation is based on the prior year's appropriation, adjusted by the annual percentage change in aggregate discretionary revenues (up to a 3 percent annual increase).

In addition, Charter Section 16.131 requires DCYF to provide the Board of Supervisors an annual report on May 1 of each year detailing the uses of Student Success Fund grants and their outcomes.

<sup>&</sup>lt;sup>1</sup> A competitive solicitation process for this agreement was not required because SFUSD was selected under Administrative Code Section 21G.3(a)(1), which provides an exception for services that can only be performed by a specific governmental entity.

<sup>&</sup>lt;sup>2</sup> Excess ERAF is budgeted at \$311.6 million in FY 2024-25, \$273 million in FY 2025-26, and \$270.2 million in FY 2026-27, per the Controller's Office 2025-26 and 2026-27 Revenue Letter.

<sup>&</sup>lt;sup>3</sup> As allowed by the Charter, the City lowered SSF's ERAF allocation from \$45 million to \$35 million for FY 2025-26 and from \$60 million to \$45 million for FY 2026-27 due to General Fund budget deficits projected in the March 2025 Update to Five Year Financial Plan.

#### **Prior Years**

In FY 2023-24, DCYF provided a \$9,008,250 grant to SFUSD. However, the annual evaluation of the outcomes did not take place as required by Charter Section 16.131(g). The grant between DCYF and SFUSD did not require Board of Supervisors approval because it was less than \$10 million and had a term of less than ten years.

For FY 2024-25, DCYF provided a grant to the District totaling \$26,519,360, which was approved by the Board of Supervisors in October 2024 (File 24-0752). As of September 9, 2025, SFUSD projects it spent approximately \$26.1 million of that grant, though SFUSD has not submitted two of the four quarterly invoices for the fiscal year and so the final spending amount is subject to change. According to DCYF, an annual evaluation report for FY 2024-25 grant outcomes is not anticipated until October 2025.

#### **Grant Awards**

Student Success grants were initially awarded in a two-stage process. DCYF and SFUSD first evaluated proposals from individual schools (the scoring summary is detailed in Appendix A to this report).

Readiness grants were scored based on alignment with SFUSD Goals and Guardrails (15 points), change desired from program (15 points), how this will improve the inclusion of community feedback (15 points), plan for and progress in hiring Community School Coordinator (15 points), plan for community inclusion in plan creation and leadership positions (15 points), challenges anticipated and risk mitigation plans (15 points), and program budget and applicability to goal (10 points), for a total possible score of 100 points.

Implementation grants were scored based on alignment with SFUSD Goals and Guardrails (5 points), description of which Goal and Guardrail the program aligns with and relation to Hopes and Needs Assessment (50 points), the process for including community feedback when establishing program's goal (15 points), motivation for the programs approach (10 points), program budget and applicability to goal (10 points), and challenges anticipated and risk mitigation plans (10 points), for a total possible score of 100 points.

Up to 15 bonus points were also available to schools that met specific risk criteria, such as low test scores, truancy, and demographic characteristics (5 points each).<sup>4</sup> Schools that scored at least 65/100 points were advanced to the next stage, where DCYF and SFUSD made final award decisions based on alignment with goals to increase literacy, math, and college readiness, each program's budget, and school capacity.

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<sup>&</sup>lt;sup>4</sup> Up to 15 bonus points were available if schools had any of the following (five points for each criterion): (a) ≤30 percent of students meeting state standards in Math/English, (b) ≥25 percent chronic absenteeism, and/or or (c) ≥65 percent Unduplicated Vulnerable Student Population, index created by the State that measures the proportion of students eligible for free/reduced lunch, English learners, and who are foster youth.

#### **SFUSD Financial Difficulties**

In May 2024, SFUSD implemented a hiring freeze that impacted the ability of some schools to fill Student Succes Fund funded positions during the FY 2024-25 grant term. The freeze was partially lifted in May 2025. SFUSD has budgeted a \$99.2 million deficit for FY 2025-26 and projects deficits in future years; the District is still in the process of aligning its spending with revenues.

## **DETAILS OF PROPOSED LEGISLATION**

The proposed resolution would retroactively approve a grant agreement between the Department of Children, Youth, and Their Families (DCYF) and San Francisco Unified School District (SFUSD) with a term from July 1, 2025, to June 30, 2026, and a total not-to-exceed amount of \$28,996,871, to fund programming for the Student Success Fund (SSF).

#### **Services**

The proposed grant agreement between the DCYF and SFUSD for FY 2025-26 funds the following three major types of grants: (1) Student Success grants, (2) District Innovation grants, and (3) grants for Projects As Needed. The grant program categories are summarized in Exhibit 1 below and the individual grant programs are detailed in Appendix B (Student Success Grants) and Appendix C (District Innovation Grants).

According to the Charter, the purpose of the grants is to fund programs that provide academic support, social-emotional interventions, strategies to address persistent poverty and trauma, or support for families to achieve stability.

The proposed grant agreement states that the overall goals of the Student Success Fund include:

- Third-grade literacy: The percentage of ALL third-grade students reading at grade level as measured by state tests will increase from 52% proficiency rate in October 2022 to 70% proficiency by October 2027.
- Eighth-grade math: The percentage of ALL eighth-grade students performing math at grade level as measured by the state tests will increase from 42% proficiency rate in October 2022 to 65% proficiency by October 2027.
- College/career readiness: The percentage of all high school 12th graders who are "college/career ready," as defined by the California Department of Education, will increase from 57.5% in June 2020 to 70% by June 2027.

Exhibit 1: Student Success Fund Grants Provided by DCYF to SFUSD

Grant Type	Term	Amount	Purpose
Student Success	Two to Five Years (see	Varies (see	To provide funding for schools to (a) develop a community school model and (b) implement
Grants	below)	below)	community school programming
Readiness Grants (a sub-category of Student Success Grants)	July 1, 2024 - June 30, 2026 (up to 2 years)	Annual award: \$50,000 to \$350,000	Hire a community school coordinator, complete a community school needs assessment, and develop a community school implementation plan
Implementation Grants (a sub- category of Student Success Grants)	July 1, 2024 - June 30, 2027 (3 years, with a two-year option to extend)	Annual award: \$150,000 to \$400,000	Execute the community school model
District Innovation	July 1, 2024 - June 30, 2029	Max award \$7,000,000 per year total for multiple projects	To fund programs that boost academic achievement and social-emotional learning across multiple schools
Workforce Pipeline* (a sub- category of District Innovation)	No grants executed	Program design under development	To address workforce shortages in para- professional, school social worker, school district nurse and after school staffing
Rapid Response Grants (a sub- category of District Innovation)	July 1, 2024 - June 30, 2025	Max award: \$100,000 - \$150,000	Offer short-term support for emergencies, crises, and problem-solving.
Projects, As Needed	Varies	Max 10% set- aside of annual funding	For unforeseen requirements or unexpected needs that arise during the year.

Source: DCYF

Note: DCYF reports that the workforce pipeline, a District Innovation sub-category, has not yet commenced operations as planned. This pipeline was designed to address shortages in para-professional, school social worker, school district nurse, and after-school staffing. DCYF states that it and SFUSD lacked the resources to finalize a program design for the workforce pipeline program and prioritized other areas such as establishing processes for City and SFUSD collaboration on invoicing, performance monitoring, training, and design the community school implementation grants.

#### **Performance Measurement**

The goals of the Readiness grants are to (1) hire a community school coordinator, (2) complete a needs assessment, and (3) create an implementation grant. These goals should be completed within the two-year grant period (FY 2024-25 – FY 2025-26).

Benchmark goals and outcomes for FY 2025-26 Student Success Implementation grants and for the District Innovation grants will be completed by December 2025.

DCYF provided our office with the goals for each Student Success grant for FY 2024-25. They range from increasing academic achievement (literacy and math standardized test scores), increasing a sense of belonging, participation in family-involvement initiatives, and reducing absenteeism. Performance on short-term goals for FY 2025-26 will be evaluated in June 2026, and performance on long-term goals will be evaluated in June 2029.

According to the proposed grantagreement, future annual goals and outcomes will be developed by the beginning of the fiscal year in subsequent years, and progress toward each program's goals will be evaluated by DCYF on an annual basis.

### Annual Reports for FY 2023-24 and FY 2024-25 Outcomes

Charter Section 16.131(g) requires DCYF to submit an outcomes report to the Mayor and Board of Supervisors by May 1 each year. As of September 23, 2025, the outcomes report for FY 2023-24 and FY 2024-25 was not available. DCYF does not anticipate the full report will be released in October 2025.

### **Third-Party Evaluators**

A firm is being selected to conduct a third-party evaluation of the Student Success Fund. According to DCYF, the Request for Proposals process has been completed, however, DCYF is still developing a timeline for the evaluation, which is different than the annual outcomes report noted above.

### **FISCAL IMPACT**

The proposed agreement has a not-to-exceed amount of \$28,996,871. As shown in Exhibit 2, this includes \$11,050,000 for District Innovation grants, \$14,419,360 for Student Success grants, \$2,546,940 for Projects As Needed grants, and \$980,571 for SFUSD's program administration.

The remaining \$6,003,129 of the \$35 million Student Success Fund FY 2025-26 budget will be retained by DCYF. Currently, \$3,202,719 is allocated for technical assistance, \$1,225,000 for administration, and \$1,575,410 is unallocated.

Exhibit 2: FY 2025-26 Student Success Fund Budget

Category	Proposed Contract	Funding Retained by DCYF	
District Innovation Grants	\$11,050,000		
Student Success Grants	\$14,419,360		
Projects As Needed Grants	\$2,546,940		
Technical Assistance		\$3,202,719	
Administration	\$980,571	\$1,225,000	
Student Success Fund Allocated	\$28,996,871	\$4,427,719	
Student Success Fund, Unallocated		\$1,575,410	
Total		\$35,000,000	

Source: DCYF

The proposed SFUSD budget is \$2,477,511 more (approximately 9 percent higher) than the previous year's budget of \$26,519,360. While District Innovation and Student Success's allocation remains the same, the addition of the Projects As Needed category (\$2,546,940) and the decrease in Administrative costs by \$69,429 result in the difference. As of September 9, 2025, SFUSD has spent approximately \$26.1 million (approximately 98 percent) of the FY 2024-25 grant budget.

#### **Constraints**

While a significant portion of grant funding supports school-based staff and partnerships with community-based organizations,<sup>5</sup> per the agreement, funds cannot be used to fund core staff.<sup>6</sup> According to DCYF, all invoicing to date has been for eligible expenses; however, invoices and program reports are not always provided to DCYF on a timely basis.

The Department may allow SFUSD to transfer up to 10 percent of the estimated budget to other categories, provided the maximum amount of funds does not change.

### **Technical Assistance**

Technical assistance, which is the responsibility of DCYF, is not under the scope of this grant with SFUSD but is funded by the Student Success Fund. DCYF will provide technical assistance to schools, supporting their implementation of the Community Schools model and preparation for long-term funding from the SSF. This includes one-on-one coaching, site-based consultations, and

<sup>&</sup>lt;sup>5</sup> Grant recipients requested 90 staffing positions. As of April 17, 2025, 79 have been approved and filled (21 are Community School Coordinators). An additional six positions have been approved and posted, while five positions reviewed by the California Department of Education were denied.

<sup>&</sup>lt;sup>6</sup> The Charter defines core staff as "minimum classroom teacher staffing levels required by the District's collective bargaining agreement with the labor organization representing teachers in the District."

professional learning communities for guidance.<sup>7</sup> For FY 2025-26, DCYF budgeted \$3,202,719 for technical assistance. This is separate from the approximately \$29 million grant to SFUSD but is included in the \$35 million budget for the Student Success Fund program.

# **Funding Source**

The proposed grant is funded through annual appropriations from the ERAF.

### **RECOMMENDATION**

Approve the proposed resolution.

<sup>&</sup>lt;sup>7</sup> According to DCYF, in FY 2024-25, 69 school sites and their principals received technical assistance. Three providers delivered 332 hours of one-on-one coaching (273 sessions) and 207 hours of school site consultations (90 sessions); facilitated 86 workshops, 21 Peer Learning Communities, and two citywide summits.

**Appendix A: Student Success Grant Award Results** 

	Average	Priority			
School	Score	Points	Total		
Readiness Grants					
Academy SF at McAteer	53	15	68		
Alvarado ES	83.5	0	83.5		
Aptos MS	85	5	90		
Argonne ES	94.5	0	104.5		
Balboa HS	79	10	89		
Carver ES	81.5	15	96.5		
Chavez ES	84	15	99		
Clarendon Alternative ES	79	0	79		
Cleveland ES	76.5	15	91.5		
Cobb ES	80.5	10	90.5		
Commodore Sloat	80.5	0	80.5		
County Satellite Schools	79	0	79		
Denman MS	87.5	15	102.5		
Dolores Huerta ES	81	10	91		
Feinstein ES	70	0	70		
Flynn ES	88.5	15	103.5		
Francis Scott Key ES	78	0	78		
Glen Park ES	83	10	93		
Grattan ES	87.5	0	87.5		
Hillcrest ES	79.5	15	94.5		
Ida B Wells HS	82.5	15	97.5		
Independence HS	80	10	90		
Junipero Serra ES	64.5	15	79.5		
Lick MS	70.5	15	85.5		
Lincoln HS	80.5	5	85.5		
Malcolm X Academy	79	15	94		
Marshall ES	57.5	15	72.5		
Moscone ES	82	10	92		
O'Connell HS	81.5	15	96.5		
Roosevelt MS	79.5	0	79.5		
Rosa Parks ES	77.5	10	87.5		
SF Community School	86.5	10	96.5		
Starr King ES	74	0	74		
Stevenson ES	85.5	0	85.5		
Sunset ES	79.5	0	79.5		
Ulloa ES	66.5	5	71.5		
Washington HS	93	0	93		

	Average	Priority	
School	Score	Points	Total
Webster ES	69.5	5	74.5
Yick Wo ES	78.5	5	83.5
Implementation Grants			
Bret Harte ES	85	15	100
Buena Vista Horace Mann			
K-8	79	15	94
Burton HS	81.5	15	96.5
Carmichael PK-8	80	15	95
Downtown HS	71	15	86
Dr. MLK MS	68.5	15	83.5
Drew College Prep	65.5	15	80.5
El Dorado ES	87.5	15	102.5
Everett MS	78.5	15	93.5
Guadalupe ES	62	15	77
June Jordan	39.5	15	54.5
Longfellow ES	61	15	76
Marshall HS	86	15	101
Mission HS	53.5	15	68.5
Mission Education Center	60	15	75
Revere PreK-8	59.5	15	74.5
Sanchez ES	76.5	15	91.5
SF International HS	80	15	95
Sheridan ES	71.5	15	86.5
Tenderloin CS	85.5	15	100.5
Vis Valley MIDDLE SCHOOL	87	15	102
Willie Brown Jr MS	89	15	104
Jean Parker ES	87.5	10	97.5
John Muir ES	74.5	10	84.5
Vis Valley ELEMENTARY			
SCHOOL	85.5	10	95.5
ER Taylor	89	5	94
Francisco MS	87.5	5	92.5
Hoover	0	5	5
Monroe ES	72	5	77
Sutro ES (Small)	66.5	5	71.5

Source: DCFY

Appendix B: Student Success Grant Recipients, Programs, and FY 2025-26 Funding

		FY 2025-	
School	Grant Type	26 Grant	Program Goals
Aptos Middle			
School	Readiness Grant	\$350,000	Hiring a School Coordinator and Family Liaison.
			Hire Community Schools Coordinator; fund FRESH
Balboa High			Specialist, Parent Liaison, and Pathway
School	Readiness Grant	\$350,000	Coordinator.
			Contracts for family language classes (ELI), reading
Bret Harte			intervention (Lexia), puberty instruction, renovated
Elementary	Implementation		meeting space, and a soccer/poetry program
School	Grant	\$300,000	(America SCORES).
Buena Vista			
Horace Mann K-	Implementation		Funding for small group reading intervention and a
8	Grant	\$249,980	K-1 Wellness Para Educator position.
Burton High	Implementation		Student-led escape room and a student-centered
School	Grant	\$150,000	nutrition/smoothie project.
		,,	• •
Commission of DIC O	Implementation	¢250,000	Contract with a mental health agency (Dr. Hazel)
Carmichael PK-8	Grant	\$250,000	and hire a Spanish-speaking Family Liaison.
Carver			Hising on Hannaditional Education Cooch and a
Elementary	Doodings Crant	¢100 000	Hiring an Unconditional Education Coach and a
School	Readiness Grant	\$100,000	Community Schools Coordinator.
Chavez			Small group roading support professional
Elementary School	Readiness Grant	¢2E0 000	Small group reading support, professional
Cleveland	Reduilless Grafit	\$350,000	development, and coaching for new curriculum.
Elementary			Hiring a Community Schools Coordinator to bring in
School	Readiness Grant	\$100,000	more resources.
Cobb	Readilless Grafit	\$100,000	more resources.
Elementary			Hiring a Community School Coordinator to support
School	Readiness Grant	\$200,000	existing academic and SEL programs.
County Satellite	Reddiness Grant	7200,000	CAISTING ACAGETING AND SEE PROGRAMS.
Schools	Readiness Grant	\$350,000	Hiring a Community School Coordinator
	caaiicss Grafft	7330,000	
Denman Middle		4	Hiring a Community School Coordinator;
School	Readiness Grant	\$350,000	subcontracting for a bilingual social worker.
_			Building a community resource center and hiring a
Dolores Huerta			Community School Coordinator to manage
Elementary	Readiness Grant	\$350,000	initiatives.
			Partnering with Niroga Institute for training,
Downtown High	Implementation		funding an additional Special Education teacher,
School	Grant	\$300,000	and therapeutic services via OTTP/RAMS.
		,,	Funding a Behavior Coach, a professional
Dr. Charles R.	Implementation		development coach, a Mental Health Clinician, and
DI. CHAHES N.	IIIIpicilicilication		

		FY 2025-	
School	Grant Type	26 Grant	Program Goals
Dr. MLK Middle	Implementation		Funding for Project-Based Learning professional
School	Grant	\$250,000	development, coaching support, and resources.
El Dorado		<u> </u>	Literacy intervention partnerships with Reading
Elementary	Implementation		Partners, Learn Up, and Always Dream, and school-
School	Grant (CCSPP)	\$400,000	wide assemblies.
ER Taylor	•		
Elementary	Implementation		Creating two academic interventionist positions
School	Grant	\$250,000	and hiring a part-time attendance clerk.
-		<u> </u>	Providing basic needs support to families in need
Everett Middle	Implementation		and additional pay for teachers' extended hours for
School	Grant	\$250,000	professional development.
Flynn			·
Elementary			Funding a Community Schools Coordinator, a PBIS
School	Readiness Grant	\$350,000	Coach, and a Math Interventionist position.
		•	Beacon Contract for student services, staff
Francisco	Implementation		stipends, additional staff hours, new technology
Middle School	Grant	\$249,880	equipment, and supplies for activities.
			Hiring a Community School Coordinator and a
			Family Liaison, family workshops, a playground
Glen Park			program, childcare for Parent Teacher Organization
Elementary			& School Site Council meetings, and an onboarding
School	Readiness Grant	\$350,000	instructional coach.
			Hiring a Community School Coordinator to oversee
Grattan			the annual Hopes and Needs Assessment, foster
Elementary			family support networks and fulfill grant
School	Readiness Grant	\$350,000	requirements.
Guadalupe			Professional development for educators for
Elementary	Implementation		research-based instructional strategies and
School	Grant (CCSPP)	\$283,000	specialized resources.
Hillcrest			Hiring a Community School Coordinator to conduct
Elementary			needs assessments and organize community
School	Readiness Grant	\$50,000	meetings/volunteers.
			Created a student planning committee, launched
Ida B Wells High			quarterly newsletters, and required student interns
School	Readiness Grant	\$200,000	to attend the School Site Council
			Contracting with Occupational Therapy Training
			Program, a non-profit, for individualized job,
Independence			academic, and mental health counseling for
High School	Readiness Grant	\$200,000	students.
			Community engagement, resource coordination,
			family and student support, program development
James Lick	Readiness Grant	_	and implementation, and data collection and
Middle School	(CCSPP)	\$50,000	analysis.

-		FY 2025-	
School	Grant Type	26 Grant	Program Goals
Jean Parker	<i>,</i> ,		Filling staff positions, purchasing food and supplies
Elementary	Implementation		for family events, and funding extended learning
School	Grant	\$300,000	day field trips.
-		·	Funding for a Community Schools Coordinator and
John Muir			Family Liaisons to implement the Positive Behavior
Elementary	Implementation		Intervention System and attendance support
School	Grant (CCSPP)	\$300,000	systems.
			Sports banquets, family presentations, tutoring and
Lincoln High			homework assistance programs, and college
School	Readiness Grant	\$350,000	workshops.
			Partnerships with the Occupational Therapy
			Training Program, in-school/after-school tutoring,
Longfellow			Link Day positions for behavior management,
Elementary	Implementation		family case management, family liaisons, family
School	Grant	\$250,000	workshops, and hiring an attendance clerk.
Malcolm X			
Academy	Readiness Grant		Contract with Seneca Family Agencies for a
Elementary	(CCSPP)	\$200,000	Behavior Support Specialist.
			Established Parent Welcome Center, Hiring a
Mission			Literacy Specialist and two Instructional Aides;
Education	Implementation		partnering with Occupational Therapy Training
Center	Grant	\$399,000	Program and Mindful Life Project.
Mission High	Implementation		Funding an on-site position to support English
School	Grant	\$150,000	Learner and Newcomer students.
Monroe			
Elementary	Implementation		Establishing a School Culture and Climate
School	Grant	\$250,000	Committee and a School Admin LEAD Team.
			History and a service of the second section of the section of the second section of the
Moscone			Hiring a community school coordinator, providing
Elementary	Doodings Crant	¢2E0 000	mental health services through Instituto Familiar,
School	Readiness Grant	\$350,000	and hiring a Cantonese-speaking paraeducator.
OlCannall High			Ensuring community engagement, developing a
O'Connell High School	Readiness Grant	¢E0 000	community school implementation plan, and needs
301001	Reduilless Grafit	\$50,000	assessment.
	Implementation		Funding for a Community School Coordinator and
Revere PreK-8	Grant	\$250,000	supplementing the Art Program's staffing.
Rosa Parks			Funding positions for a Community School
Elementary			Coordinator, a .5 STEAM Coordinator, and a
School	Readiness Grant	\$350,000	student advisor.
Sanchez			Funding for a bilingual Academic Response to
Elementary	Implementation		Intervention Facilitator, bilingual paraeducators,
School	Grant (CCSPP)	\$300,000	and a family liaison.

		FY 2025-	
School	<b>Grant Type</b>	26 Grant	Program Goals
			Funding a Community Schools Coordinator and an
SF Community			Elementary Advisor/Community Relations Specialist
School	Readiness Grant	\$350,000	for student groups.
			Hiring a bilingual program clinician and contracting
SF International	Implementation		with Heart Core Consulting for trauma-informed
High School	Grant	\$300,000	training.
Sheridan			
Elementary	Implementation		
School	Grant	\$300,000	Hiring a paraprofessional and a behavior coach.
Starr King			Hiring a Community School Coordinator to address
Elementary			policy issues and facilitate staff and parent
School	Readiness Grant	\$350,000	meetings
			New facilitator position dedicated to helping
			students with literacy, a librarian, noon monitors,
Sutro			teacher stipends for the Springboard program, a
Elementary	Implementation		"PlayWork" recess coach, and professional
School	Grant	\$300,000	development.
			Funding a Community Schools Coordinator, a
Tenderloin			wellness paraeducator, a community advisor, a
Community	Implementation		Spanish Family Liaison, noon monitors, the Reading
School	Grant	\$295,000	Partners program, and supplies.
Thurgood			
Marshall High	Implementation		Hiring a Social-Emotional Learning Advisory
School	Grant (CCSPP)	\$250,000	Program Coordinator and a Literacy Coach.
Ulloa			
Elementary	5 U 6 .	4000 000	Expanding a peer support program and hosting
School	Readiness Grant	\$230,000	monthly Friday Markets for the community.
Vis Valley			
Elementary	Implementation	4202 222	A Summer Literacy initiative, in-school literacy
School	Grant (CCSPP)	\$300,000	support, and hosting family engagement events.
Vis Valley	Implementation		Literacy teacher/coach through an organization
Middle School	Grant	\$325,000	called Live Big.
			Supplemental teacher salaries, sub salaries,
Willie Brown Jr	Implementation		extended hours, instructional supplies, and
Middle School	Grant	\$287,500	travel/conferences.
Webster			Purchasing supplies and transportation cards for
Elementary	Readiness Grant	\$350,000	newcomer students.
		, ,	

Source: DCYF

Note: School sites that received a California Community Schools Partnership Program (CCSPP) grant were awarded funding to cover the difference between their CCSPP grant and the maximum SSF school grant award.

Appendix C: District Innovation Grants Recipients, Programs, and FY 2025-26 Funding

Program	Schools	Description	Amount
		Funds to expand the SFUSD educator	
		and college and career pathways to	
		address workforce shortages in para-	
		professional, school social worker,	
Workforce pipeline		school district nurse and after school	
C& I	District Wide	staffing.	\$250,000
		Expanding a Saturday School Program	
		for African American students hosted	
African American		by the African American Achievement	
Leadership Initiative	District Wide	and Leadership Initiative (AAALI).	\$500,000
		This program proposes to utilize Lesson	
		Study (a pilot math curriculum and	
	John Muir,	teaching method) as a centralized,	
	Malcolm X,	district-wide professional development	
	Leonard R.	model to improve student	
	Flynn,	achievement in mathematics, support	
	Sanchez,	teacher recruitment and retention, and	
Whole School Lesson	Daniel	prepare teachers for new Algebra	
Study	Webster	policies and instructional materials.	\$4,673,346
	June Jordan,		
	Thurgood	The Mission Bay Hub offers after	
	Marshall,	school classes and internships at UCSF	
	The	for 11th and 12th-grade SFUSD	
	Academy,	students, for preparation in college and	
	Mission High	careers in Health, Life Sciences, and	
	School, San	other STEM fields, with future	
	Francisco	expansion to include younger students	
Mission Bay	International	and community collaborations.	\$1,169,089
Total Allocated			\$6,592,435
Total Available			\$11,050,000
Total Unallocated			\$4,457,565

Source: DCYF

## CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES

#### **GRANT AGREEMENT**

between

#### CITY AND COUNTY OF SAN FRANCISCO

and

#### SAN FRANCISCO UNIFIED SCHOOL DISTRICT

THIS GRANT AGREEMENT ("Agreement") is made as of <u>JUNE 1, 2025</u>, in the City and County of San Francisco, State of California, by and between <u>SAN FRANCISCO UNIFIED SCHOOL DISTRICT</u> ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through the Department of Children, Youth and Their Families ("Department"),

#### RECITALS

WHEREAS, Grantee has applied to the Department for a grant to fund the matters set forth in a grant plan; and summarized briefly as follows:

### **DISTRICT INNOVATION GRANTS AND GRANTS TO SCHOOLS**; and

WHEREAS, on November 8, 2022, the voters of the City and County of San Francisco passed Proposition G, establishing the Student Success Fund under San Francisco City Charter Section 16.131. The purpose of the Fund is to provide additional resources to the San Francisco Unified School District to accomplish grade-level success in core academic subjects and improve social/emotional wellness for all District students; and

**WHEREAS**, the City's Board of Supervisors approved this Agreement by Resolution Number TBD on TBD; and

**WHEREAS**, Grantee was selected pursuant to San Francisco Administrative Code Section 21G.3(a)(1); and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein:

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

# ARTICLE 1 DEFINITIONS

- **1.1 Specific Terms.** Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:
- (a) "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- (c) "Budget" shall mean the budget attached hereto as part of Appendix B.
- (d) "Charter" shall mean the Charter of City.
- (e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) "Controller" shall mean the Controller of City.
- (g) "Eligible Expenses" shall have the meaning set forth in Appendix A.
- (h) "Event of Default" shall have the meaning set forth in Section 11.1.
- (i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) "Funding Request" shall have the meaning set forth in Section 5.3(a).
- (1) "Grant" shall mean this Agreement.
- (m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) "Grant Plan" shall have the meaning set forth in Appendix B.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

- (q) "**Publication**" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- 1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.
- **1.3 References to this Agreement**. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

# ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

- **2.1 Risk of Non-Appropriation of Grant Funds**. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.
- **2.2** Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.
- **2.3** Automatic Termination for Nonappropriation of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- **2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- **2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and

supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

# ARTICLE 3 TERM

- **3.1** Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 **Duration of Term**. The term of this Agreement shall commence on <u>JULY 1. 2025</u> and expire on <u>JUNE 30. 2026</u>, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

# ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- **4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- **4.2 Grantee's Personnel**. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- **4.3 Ownership of Results**. Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- **4.4 Works for Hire**. If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that

any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

#### 4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.
- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element

of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.

(f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

# ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

- **5.1 Maximum Amount of Grant Funds**. In no event shall the amount of Grant Funds disbursed hereunder exceed **TWENTY-EIGHT MILLION NINE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED SEVENTY-ONE** Dollars (\$28,996,871).
- **5.2** Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.
- **5.3 Disbursement Procedures.** Grant Funds shall be disbursed to Grantee as follows:
- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.. The Department shall make disbursements of Grant Funds no more than once during each **QUARTER**.

#### 5.4 State or Federal Funds

- (a) Disallowance. With respect to Grant Funds, if any, which are ultimately provided by the state or federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the state or federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- **(b) Grant Terms.** The funding for this Agreement is provided in full or in part by a Federal or State Grant to the City. As part of the terms of receiving the funds, the City is required to incorporate

some of the terms into this Agreement and include certain reporting requirements. The incorporated terms and requirements are stated in Appendix G, "State/Federal Funding Terms."

# ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

- **6.1 Regular Reports**. Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- **6.2** Organizational Documents. If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- **6.3** Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- **6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit. Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.
- **6.7 Submitting False Claims** Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible

Expenses as set forth in Appendix A. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of the Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if the Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**6.8 Grantee's Board of Education.** Grantee shall at all times be governed by a legally constituted and fiscally responsible Board of Education. Such Board of Education shall meet regularly and maintain appropriate membership, as established in Grantee's Board Rules and Procedures and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing local educational agencies. The Grantee's Board of Education shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by the Grantee of its obligations under this Agreement.

# ARTICLE 7 TAXES

- **7.1 Grantee to Pay All Taxes.** Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.
- **7.2** Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.
- **7.3 Withholding.** Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax

Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

# ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- **8.1 Organization; Authorization**. Grantee is a California public school district, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- **8.2** Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- **8.3** No Misstatements. No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

#### 8.4 Conflict of Interest.

- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
- (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and step-parents).
- **8.5** No Other Agreements with City. Except as expressly itemized in Appendix D, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.
- **8.6** Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.
- **8.7** Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

# ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

- **Indemnification**. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.
- **9.3** Incidental and Consequential Damages. Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

### ARTICLE 10 INSURANCE

- **10.1 Types and Amounts of Coverage.** Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
  - (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
  - (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage, and
  - (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- **10.2** Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
  - (a) Name as additional insured City and its officers, agents and employees.
  - (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- **10.3** Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.
- **10.4 Required Post-Expiration Coverage.** Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- **10.6 Evidence of Insurance**. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies

of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

- **10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- **10.8 Insurance for Subcontractors and Evidence of this Insurance**. If a subcontractor will be used to complete any portion of this agreement, the grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and the grantee listed as additional insureds.

# ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- **11.1** Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:
- (a) **False Statement**. Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
- (b) **Failure to Provide Insurance**. Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
- (c) Failure to Comply with Representations and Warranties or Applicable Laws. Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
- (d) **Failure to Perform Other Covenants**. Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
- (e) **Cross Default**. Grantee defaults under any other agreement between Grantee and City (after expiration of any grace period expressly stated in such agreement).
- (f) **Voluntary Insolvency**. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency**. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or

reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

- **11.2** Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:
- (a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds**. City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset**. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.
- 11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:
- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

# ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- **12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

# ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- **13.2** Agreement Made in Violation of this Article. Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- **13.3 Subcontracting**. If Appendix E lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set

forth in this Section. If Appendix E is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

- (a) **Limitations**. In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract**. Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.
- **13.4** Grantee Retains Responsibility. Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

# ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- **14.2 Direction**. Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

#### 14.3 Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

(c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

### ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

**15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or e-mail, and shall be addressed as follows:):

If to the Department or City: **DEPARTMENT OF CHILDREN, YOUTH AND** 

THEIR FAMILIES

1390 MARKET STREET, SUITE 900

SAN FRANCISCO, CA 94102

Attn: BRETT CONNER, GRANTS MANAGER

If to Grantee: SAN FRANCISCO UNIFIED SCHOOL DISTRICT

135 VAN NESS AVENUE, SAN

FRANCISCO, CA 94102

**Attn: CHRIS MOUNT-BENITES, DEPUTY** 

SUPERINTENDENT OF BUSINESS SERVICES AND

**OPERATIONS** 

Any notice of default must be sent by registered mail.

- **15.2 Effective Date**. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt
- **15.3** Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

### ARTICLE 16 COMPLIANCE

- 16.1 Reserved.
- 16.2 Nondiscrimination; Penalties.
- (a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all

subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

(b) Nondiscrimination in the Provision of Employee Benefits. San Francisco Labor and Employment Code Article 131.2 applies to this Agreement. Grantee does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131.2.

#### 16.3 Reserved.

- **16.4** Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- **16.5 Drug-Free Workplace Policy**. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.
- **16.6 Resource Conservation; Liquidated Damages**. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.
- **16.7** Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.
- **16.8. Minimum Compensation Ordinance.** Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at http://sfgov.org/olse/mco. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.
- **16.9** Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that

official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

# 16.10 Reserved. (First Source Hiring Program).

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**16.13 Working with Minors**. In accordance with California Public Resources Code Section 5164, if Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach, Contractor shall not hire, and shall prevent its subcontractors from hiring, any person for employment or a volunteer position in a position having supervisory or disciplinary authority over a minor if that person has been convicted of any offense listed in Public Resources Code Section 5164. In addition, if Grantee, or any subgrantee, is providing services to the City involving the supervision or discipline of minors or

where Grantee, or any subgrantee, will be working with minors in an unaccompanied setting on more than an incidental or occasional basis, Grantee and any subgrantee shall comply with any and all applicable requirements under federal or state law mandating criminal history screening for such positions and/or prohibiting employment of certain persons including but not limited to California Penal Code Section 290.95. In the event of a conflict between this section and Section 16.16, "Consideration of Criminal History in Hiring and Employment Decisions," of this Agreement, this section shall control. Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee. Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

- **16.14 Protection of Private Information.** Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against the Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Grantee.
- 16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

# 16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Except to the extent that state law, including without limitation the California Education Code, preempts this requirement, Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Labor and Employment Code ("Article 142"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <a href="http://sfgov.org/olse/fco">http://sfgov.org/olse/fco</a>. Grantee is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.
- (b) Except to the extent that state law, including without limitation the California Education Code, preempts this requirement, the requirements of Article 142 shall only apply to a Grantee's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco.

Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for subsequent breaches in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

# 16.18 Reserved. Slavery Era Disclosure.

# 16.19 Distribution of Beverages and Water.

- (a) Sugar-Sweetened Beverage Prohibition. Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- **(b) Packaged Water Prohibition**. Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

### 16.20 Reserved.

# 16.21 Compliance with Other Laws.

- (a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- (b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

# ARTICLE 17 MISCELLANEOUS

**17.1 No Waiver**. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such

default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

- **17.2 Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- **17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- **17.5 Headings**. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- **17.6** Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Definition of Eligible Expenses

Appendix B, Definition of Grant Plan

Appendix C, Form of Funding Request

Appendix D, Interests in Other City Contracts

Appendix E, Permitted Subgrantees

- 17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

**17.10 Survival of Terms**. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3 Ownership of Results.

Section 14.3 Consequences of

Section 6.4 Financial Statements.

Recharacterization.
This Article 17 Miscellaneous

Section 6.5 Books and Records.

Section 6.6 Inspection and Audit.

Section 6.7 Submitting False Claims;

Monetary Penalties

Article 7 Taxes

Article 8 Representations and Warranties

Article 9 Indemnification and General

Liability

Article 12 Disclosure of Information and

**Documents** 

Section 13.4 Grantee Retains

Responsibility.

**17.11 Further Assurances**. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

# 17.12 Reserved. (Dispute Resolution Procedure)

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**17.14 MacBride Principles--Northern Ireland.** Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement

CITY	GRANTEE:			
DEPARTMENT OF CHILDREN, YOUTH AND THEIR FAMILIES	SAN FRANCISCO UNIFIED SCHOOL DISTRICT			
By: Sherrice Dorsey-Smith Date Interim Executive Director	By: Chris Mount-Benites Date Deputy Superintendent of Business Services and Operations City Supplier ID #: 0000011502 Federal Tax ID #: 94-6000416			
Approved as to Form:	Approved as to Form:			
David Chiu City Attorney	Angie Miller Senior Deputy General Counsel			
By: Valerie J. Lopez Date Deputy City Attorney	By: Senior Deputy General Counsel Date			

G-100 (01-22)

# **Appendix A--Definition of Eligible Expenses**

The term "Eligible Expenses" shall mean expenses incurred and paid by Grantee during the term of this Agreement in implementing the terms of the Work

Plan. All Eligible Expenses must be:

- (a) paid by Grantee prior to the submission of invoices through the CMS or using the Cost Reimbursement Form:
- (b) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;
- (c) operating (as opposed to capital) expenses;
- (d) within the scope of the applicable Budget line item; and
- (e) directly related to activities performed within the physical boundaries of the City and County of San Francisco.
- (f) Excluded services as per Children's Amendment Proposition D Section 16.108 (f): read as follows:
  - (f) **Excluded Services.** Notwithstanding subsection (e), services for children paid for by the Fund shall not include:
    - (1) Services provided by the Police Department or other law enforcement agencies, courts, the District Attorney, Public Defender, City Attorney; or the Fire Department; detention or probation services mandated by state or federal law; or public transportation;
    - (2) Any service that benefits children incidentally or as members of a larger population including adults;
    - (3) Any service for which a fixed or minimum level of expenditure is mandated by state or federal law, to the extent of the fixed or minimum level of expenditure;
    - (4) Acquisition of any capital item not for primary and direct use by children;
    - (5) Acquisition (other than by lease for a term of ten years or less) of any real property;

or

(6) Maintenance, utilities or any similar operating costs of any facility not used primarily and directly by children, or of any recreation or park facility (including a zoo), library, or hospital.

All eligible and ineligible expenses are outlined in detail in the Department of Children, Youth and Their Families "Doing Business with DCYF Guide" for granted awardees. Grantees should have a copy and refer to it as necessary. Link to the guide on the DCYF website is: <a href="www.dcyf.org">www.dcyf.org</a>

# **Appendix B--Definition of Grant Plan**

The term "Grant Plan" shall mean:

### I. BACKGROUND

As we emerge from the COVID-19 pandemic, students in the San Francisco Unified School District (the "District") are experiencing a greater need for an integrated academic and social/emotional learning and support system to succeed in school. Current conditions in the District's schools, exacerbated by the pandemic and persistent funding constraints have resulted in too many students struggling in core academic areas, with many testing below grade level and experiencing unmet mental health challenges and/or other barriers to learning, including pervasive poverty, systemic racism, and other trauma. Many schools lack robust enrichment activities, such as arts, music, and sports, that educate the entire mind and body, trauma-informed practices, and mental health services. DCYF works in partnership with San Francisco Unified School District (SFUSD) to manage and support the allocation and implementation of the Student Success Fund (SSF). The goal of the SSF is to provide vital additional resources for the San Francisco Unified School District (SFUSD), with a dual focus on achieving grade-level success in core academic subjects and enhancing the social and emotional well-being of all SFUSD students.

# **II. PURPOSE & SCOPE**

The Student Success Fund was created to establish a fund whereby school(s) and the District could apply for grants to implement innovative programs designed to enhance student achievement or social/emotional wellness. The goal is to improve student outcomes through the funding of these programs. In the Student Success Fund (Prop G) Legislation under "Use of Funds to Support Community Schools" Section C # 2 Student Success Grants (currently referred to Readiness Grants and Implementation Grants) it states: The Department shall provide a Student Success Grant to each Eligible School that the Department, after consultation with the District, determines is capable of successfully implementing the District's instructional and community schools frameworks or other evidence-based school improvement strategies, based on the school's application. The Department of Children, Youth and Their Families, shall establish criteria, or the Board of Supervisors may establish criteria by ordinance, to prioritize grants to schools demonstrating low academic achievement and/or with a high number of vulnerable students, including but not limited to English language learners, foster youth, students eligible for free or reduced-price meals, homeless students, and students who are otherwise vulnerable or underserved.

# III. IMPLEMENTATION GRANT AWARDEES RESPONSIBILITIES

School Sites are responsible for meeting the requirements listed below to maintain SSF funding. Failure to meet any of these items will result in either a reduction or total loss of SSF funding.

• Within the first 60 days of receipt of your award letter, schools will need to confirm who is/who has been identified as your Community School Coordinator.

- Within the first 60 days of receipt of your award letter, schools will need to confirm who is/who has been identified as your Community School Coordinator.
- Within the first 90 days of receipt of your award letter, identify and confirm your student outcomes. This is an outcome-based grant. School sites will be held accountable to meet the student outcomes that are in alignment with the goals and guardrails you identified in your School Plan.
- Attend all mandatory meetings and activities.
- Participate in the identified mandatory professional development activities.
- Participate in all assessments and evaluations of their progress.
- Benchmarks of impact will be determined for each school based on their proposed goals and outcomes. These are 3 +2-year grants. School sites must meet the benchmarks by year 3 to continue to receive funding. Benchmarks for FY25-26 will be completed by December 2025. All future development of Benchmark's of Impact will be completed at the beginning of each fiscal year. Benchmarks of Impact will be based on the proposals identified SFUSD Goals and Guardrails (Performance Measures):

## **GOALS**

- o **Third-grade literacy:** The percentage of ALL third-grade students reading at grade level as measured by state tests (SBAC ELA) will increase from 52% proficiency rate in October 2022 to 70% proficiency by October 2027.
- o **8th-grade math:** The percentage of ALL eighth-grade students performing math at grade level as measured by the state tests (SBAC Math) will increase from 42% proficiency rate in October 2022 to 65% proficiency by October 2027.
- College/career readiness: The percentage of all high school 12th graders who are "college/career ready" as defined by the California Department of Education will increase from 57.5% in June 2020 to 70% by June 2027.

# **GUADRAILS**

- Effective Decision-Making: The superintendent will not make major decisions without utilizing a process that includes meaningful consultation with the parents/guardians, students, and staff who will be impacted by those decisions at the inception, adoption, and review.
- Serving The Whole Child: The Superintendent will not take approaches that neglect
  the cognitive and academic development, social and emotional development, identity
  development, physical and mental well-being, or ethical and moral development of
  students.
- Curriculum and Instruction: The Superintendent will not allow curriculum and instruction not rooted in excellence, not challenging and engaging, not studentcentered, not culturally responsive, or not differentiated to meet the academic needs of all students.

- Resource Allocation: The Superintendent will not allow resources to be allocated
  without transparently communicating how the allocations are baseline sufficient to
  operate all schools while addressing inequitable inputs and creating more equity and
  excellence in student outcomes.
- Strategic Partnerships: The Superintendent will not impede collaboration with the City of San Francisco, state and federal agencies, community-based organizations, philanthropic organizations, and the business community to advance the District's goals and values.
- Sites must adhere to the allowable expenses of the Student Success Funds (SSF). SSF cannot be used to fund core staff. The legislation defines core staff (now known as Foundational Staff) as "minimum classroom teacher staffing levels required by the District's collective bargaining agreement with the labor organization representing teachers in the District. For the purposes of this definition, Core/Foundational Staffing also includes the school principal and assistant principals.

### IV. READINESS GRANT AWARDEES RESPONSIBILITIES

All school sites awarded these funds must meet the requirements listed below by the end of the funding term. Failure to meet any of these items will result in school sites being ineligible to apply for an Implementation Grant, as well as either a reduction or total loss of SSF funding:

- School sites must have hired a Community Schools Coordinator.
- School sites must have completed a Community School Plan that aligns with SFUSD Goals and Guardrails.
- Each school site will receive technical assistance support.
- Attend all mandatory meetings and activities.
- Participate in the identified mandatory professional development activities.
- Participate in all assessments and evaluations of their progress.
- Sites must adhere to the allowable expenses of the Student Success Funds (SSF). SSF cannot be used to fund core staff. The legislation defines core staff (now known as Foundational Staff) as "minimum classroom teacher staffing levels required by the District's collective bargaining agreement with the labor organization representing teachers in the District. For the purposes of this definition, Core/Foundational Staffing also includes the school principal and assistant principals.

### V. DISTRICT INNOVATION GRANTS RESPONSIBILITIES

District innovation will support innovative ideas and programming that boost academic achievement and social emotional learning for a group of eligible schools. Programs in this category include Rapid Response, Workforce Pipeline, District Innovation Grants, and Technical Assistance. These strategies support multiple schools that have creative and innovative programs

that will support students' academic achievement and social emotional well-being; support schools with emerging needs or provide workforce support to SFUSD to help move towards academic achievement.

- District Innovation Grants- Supports cutting-edge ideas and programming that results in higher academic achievement and social emotional learning at eligible school sites. SFUSD Central Office must apply for these funds on behalf a group of Eligible Schools (2 or more), to implement an innovative program.
- Workforce Pipeline- Expands the SFUSD educator and college and career pathways to address workforce shortages in para- professional, school social worker, school district nurse and after school staffing
- Technical Assistance- Providers to support schools with the implementation of the community schools' model and preparation for long term funding

# VI. DCYF shall undertake the following activities:

- Provide fiscal oversight of all school site budgets as they pertain to SSF to ensure alignment
  to budget. All grants are cost reimbursement grants- SFUSD will submit an invoice with all
  back-ups that will be reviewed and checked for consistency with the proposed budget. If
  there is a discrepancy the District/School will be asked to clarify the discrepancy. Final
  approval of payment will occur once everything has been checked.
- Provide technical assistance which may include site level and/or individual coaching, workshops, training, and professional learning communities (PLC's).
- Collaborate and support ongoing community schools work, planning, assessment, and evaluation.
- Interface and collaborate with SFUSD to ensure efficacious communication and problem solving that will result in achieving program goals.
- Support and facilitate data collection and sharing for ongoing robust program development.

# VII. SFUSD Central Office shall undertake the following activities:

- Provide quarterly invoicing and back-up documentation for each school site
- Ensure that positions both at school sites and central office are filled to meet the requirements of the grant. These positions must be filled to be in compliance and thus should not be subjected to a delayed hiring process or freeze. Failure to do so may result in funding being reduced or rescinded.
- Provide technical assistance which may include site level and/or individual coaching, workshops, training, and professional learning communities (PLC's).
- Collaborate and support ongoing community schools work, planning, assessment, and evaluation.
- Interface and collaborate with DCYF to ensure efficacious communication and problem solving that will result in achieving program goals.
- Support and facilitate data collection and sharing for ongoing robust program development.

# 2025/26 Budget

Category	Scope of Work	Total FY 25-26 Budget
District Innovation	Programs in this category include Rapid Response, Workforce Pipeline, District Innovation Grants, and Technical Assistance. These strategies support multiple schools that have creative and innovative programs that will support students' academic achievement and social emotional well-being; support schools with emerging needs or provide workforce support to SFUSD to help move towards academic achievement.	\$11,050,000
Grants to Schools (Student Success Grants)	Programs in this category include Readiness Grants and Implementation Grants. These strategies support schools that need additional support and funds to create their Community School Implementation Plan or to implement their Community School Implementation Plan.	\$14,419,360
Projects As Needed	Grants made under this category will support emerging needs that directly impact San Francisco Unified School District students.	\$2,546,940
Administration	Program administration	\$980,571
TOTAL		\$28,996,871

The Department may, at its sole discretion, allow Contractor to transfer up to 10% of the estimated budget to other categories funded through this agreement. In no circumstance will the maximum amount of funds contained in Article 5.1 change given an allowed transfer.

# **Appendix C--Form of Funding Request**

Program	SFUSD Resource	SFUSD Org #	FY 25-26 Budget	Expenditure Category	FY 25- 26 Q1	FY 25- 26 Q2	FY 25- 26 Q3	FY 25- 26 Q4	YTD Invoiced	YTD Balance
District Innovation	TBD	TBD	\$11,050,000	Personnel Other Program Exp						
				Subtotal						
Grants to Schools	TBD	TBD	\$14,419,360	Personnel Other Program Exp						
				Subtotal						
Projects As Needed	TBD	TBD	\$2,546,940	Personnel Other Program Exp						
				Subtotal						
Administration	TBD	TBD	\$980,571	Personnel Other Program Exp						
				Subtotal						
TOTAL			\$28,996,871							

# **Appendix D--Interests In Other City Contracts**

Department	Description	Contract Award Amount	Term Start Date	Term End Date
CHF Children; Youth & Families	CHF-GA-SFUSD Dual Enrollment	\$4,000,000	7/1/2022	9/12/2025
CHF Children; Youth & Families	CHF-SFUSD Master FY24-25	\$713,905	7/1/2024	6/30/2025
CHF Children; Youth & Families	CHF-SFUSD Success Fnd FY24-25	\$26,519,360	7/1/2024	10/31/2025
DEC Dept of Early Childhood	FY23 Early Learning Enrollment	\$9,090,908	7/1/2023	6/30/2026
<b>DPH Public Health</b>	Pass-thru Dental Services Fund	\$600,000	3/1/2024	6/30/2025
ENV Environment	ENV-Science Center MOU 21-25	\$332,224	7/1/2021	6/30/2025
<b>ENV Environment</b>	ENV-SFUSD Food Recovery 24-26	\$440,000	8/28/2024	4/1/2026
HSA Human Services Agency	19-22 foster Care services	\$235,201	10/8/2020	
HSA Human Services Agency	HSA School Origin Transp 24-26	\$55,000	7/1/2024	6/30/2028
HSA Human Services Agency	HSA: Foster Youth Svcs 22-25	\$1,023,242	7/1/2022	6/30/2025
JUV Juvenile Probation	JUV - ESSA Foster Care Transp	\$10,000	5/1/2025	3/31/2027
JUV Juvenile Probation	JUV - SFCOE Teacher Supports	\$700,000	12/1/2024	11/30/2026
JUV Juvenile Probation	JUV - Teacher Hiring Supports	\$700,000	11/1/2024	10/31/2026
MTA Municipal Transprtn Agncy	SFMTA-2023-30-FHWA SRTS Crdntr	\$400,000	12/8/2022	12/7/2025
MTA Municipal Transprtn Agncy	SFMTA-PKPKS19VO-003	\$540,000	7/1/2018	8/31/2025
MTA Municipal Transprtn Agncy	SFMTA-SSD-LEASE PARKING MTR	\$540,000	7/1/2018	8/31/2025
MTA Municipal Transprtn Agncy	SRTS Outreach Coordinator Serv	\$400,000	12/8/2022	12/7/2025
MYR Mayor	MYR-216622-23	\$3,160,854	6/1/2024	5/31/2026
PUC Public Utilities Commsn	Buena Vista Horace Mann K-8	\$629,423	9/5/2024	9/5/2044
PUC Public Utilities Commsn	Ecoliteracy & Career Exposure	\$2,228,775	5/1/2025	4/30/2028
PUC Public Utilities Commsn	El Dorado Elementary School	\$1,412,016	1/24/2025	1/23/2045
PUC Public Utilities Commsn	Everett Middle School	\$1,874,496	4/16/2024	4/15/2044

Department	Description	Contract Award Amount	Term Start Date	Term End Date
PUC Public Utilities Commsn	Jefferson Elementary School	\$796,670	1/21/2025	1/20/2045
PUC Public Utilities Commsn	John O'Connell High	\$375,000	7/1/2023	6/30/2025
PUC Public Utilities Commsn	SFUSD	\$34,350	6/6/2022	6/5/2026
PUC Public Utilities Commsn	Thurgood Marshall High School	\$1,999,465	9/5/2024	9/5/2044
PUC Public Utilities Commsn	Visitacion Valley Middle Schoo	\$1,999,967	9/5/2024	9/5/2044

# **Appendix E--Permitted Subgrantees**

### SFUSD School Sites

Aptos Middle School Balboa High School

Bret Harte Elementary School Buena Vista Horace Mann K-8

Burton High School Carmichael PK-8

Carver Elementary School
Chavez Elementary School
Cleveland Elementary School
Cobb Elementary School

County Satellite

Denman Middle School

Dolores Huerta Elementary School

Downtown High School

Dr. Martin Luther King Middle School

Drew College Prep

El Dorado Elementary School

ER Taylor

Everett Middle School
Flynn Elementary School
Francisco Middle School
Glen Park Elementary School
Grattan Elementary School
Guadalupe Elementary School
Hillcrest Elementary School
Ida B Wells High School

Independence High School

Jean Parker Elementary School John Muir Elementary School

Lick Middle School Lincoln High School

Longfellow Elementary School

Malcolm X Academy
Marshall High School
Mission Education Center
Mission High School
Monroe Elementary School
Moscone Elementary School
O'Connell High School

Revere PreK-8

Rosa Parks Elementary School Sanchez Elementary School San Francisco Community School San Francisco International High School

Sheridan Elementary School Starr King Elementary School Sutro Elementary School Tenderloin Community School Ulloa Elementary School

Visitacion Valley Elementary School Visitacion Valley Middle School Webster Elementary School Willie Brown Jr Middle School

# Non-Profit Service Providers

Adventure Education Solutions After School Enrichment Program Bay Area Community Resources Boys and Girls Club of San Francisco Brains & Motions Education (BAM!) Children's After School Arts (CASA)

Clarendon Before and After School Childcare

Center

Community Youth Center of San Francisco

Edventure More (EDMO)

Elevo Learning

Good Samaritan Family Resource Center Grattan After School Program (GASP) Jamestown Community Center

K.E.E.P.
Middle Tree
Mission Graduates

Real Options for City Kids

Richmond District Neighborhood Center (The

Richmond Neighborhood Center) San Francisco Arts Education Project

**Sunshine Education** 

Telegraph Hill Neighborhood Center

Wah Mei

YMCA of San Francisco



San Francisco Department of Children, Youth, & Their Families

# Student Success Fund Contract

Board of Supervisors
Budget and Finance Committee Meeting

October 1, 2025



# **Student Success Fund**

In November 2022, voters passed Proposition G. This legislation amends the City Charter to provide additional set aside money for the School District from existing City funds, to be placed in a new Student Success Fund (Fund).

# **Benefits:**

- Long term funding for innovative & effective strategies necessary for all students to achieve academic success & social/emotional wellness at their school sites
- Educational goals accomplished in deep collaboration with students, parents, educators, and staff of community-based organizations using strategies, such as the community schools model.



# **Contract for Approval**

• The contract with SFUSD for the **Student Success Fund** (2022 Prop G) is over \$10M and required Board approval.

 File 250873: July 1, 2025 - June 30, 2026, with a not to exceed amount of \$28,996,871.

# **Funding Buckets**

Grants to Schools				
Rapid Response	Short term funds for emergency needs and emergent strategies			
Readiness Grants	Funds support a school to develop a cohesive, inclusive, and aligned plan			
Implementation Grants	Funds to manage and execute the plan			
	District Innovation			
District Innovation Grants	Funds that will support cutting-edge ideas and programming that results in higher academic achievement and social emotional learning at eligible school sites. SFUSD Central Office must apply for these funds on behalf a group of Eligible Schools (2 or more), to implement an innovative program.			
	Funds for technical assistance providers to support schools with the implementation of the community schools model and preparation for long term funding			
Administration				
Administration	Funds provided to DCYF and SFUSD for the administration of the SSF, per the charter.			



# School Year 2024-25 Recap

# **Readiness Grants**

# 25 grants funded

By end of 2025, 92% of Community Schools Coordinators will be hired

By end of 2025, 80% of sites will complete a Needs Assessment

All sites on track for implementation status by FY25-26

# **Implementation Grants**

# 28 grants funded

82% saw increase/no change, to climate survey question on sense of belonging.

100% of sites submitted SMARTE goals with short- and long-term benchmarks.

As of April 2025, ~74% of SMARTE goals are on track to be fulfilled (25 sites represented in data).

# **District Innovation**

 Whole School Lesson Study Math Pilot funded in 4 sites

# **Technical Assistance**\*

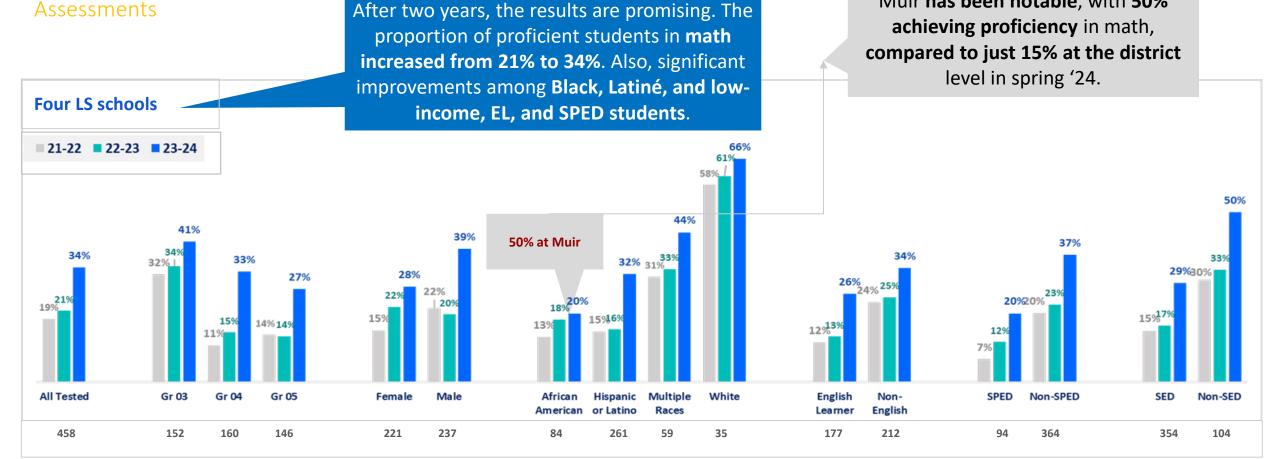
- **69** eligible sites
- **332** hours in **273** coaching sessions
- 207 hours in 90 school site consultations
- 86 workshops held
- 21 PLCs held
- 24 principals received coaching

<sup>\*</sup> As of April 2025

# **District Innovation**

# Evidence of Increased Student Achievement:

Math proficiency in SBAC Assessments



4-Grant schools sample size for 2023-24

**Source:** SFUSD Achievement Assessment Office. 10/24/2024. **Definitions:** SPED=Special Education Status, SED=Socioeconomic disadvantage Focal groups with fewer than 10 cases are not displayed. Percentages rounded to the nearest whole number.



The progress of Black students at

Muir has been notable, with 50%

# **Student Success Fund**

SSF provides additional resources to SFUSD to accomplish grade-level success in core academic subjects and improve social/emotional wellness.

In FY25-26, \$35M is allocated for SSF. \$28.9M will be contracted to SFUSD for Grants to Schools, District Innovation Grants, as well as a small portion of program administration. 10% is allocated for as needed projects.

\$approx. \$3.2M will be contracted out directly by DCYF for Technical Assistance and Evaluation. \$1.225M will go towards Administration support.

FY 2025-2026				
Category	SFUSD	DCYF		
District Innovation	\$11,050,000	\$0		
Grants to Schools	\$14,419,360	\$0		
Projects As Needed (10%)	\$2,546,940	\$0		
Technical Assistance	\$0	\$3,202,719		
Administration	\$980,571	\$1,225,000		
Total Amount Allocated	\$28,996,871	\$4,427,719		
Unallocated	\$0	\$1,575,410		
Total		\$35,000,000		

# Thank you!



www.dcyf.org





# **MEMO**

Date: August 8, 2025

To: Budget and Finance Committee

From: The Department of Children, Youth and Their Families

Re: Explaining the Retroactive Need for the FY25-26 Student Success Fund

Contract

The Department of Children Youth and Their Families (DCYF) was allocated \$35 million for the FY25-26 Student Success Fund per the Annual Appropriation Ordinance signed on July 24, 2025. Due to all the necessary review and scheduling processes, the Department is requesting for this resolution to be retroactive to cover the full year. Thank you for your consideration!



# San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102 Phone: 415.252.3100 . Fax: 415.252.3112 ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250873

Bid/RFP #:

# **Notification of Contract Approval**

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <a href="https://sfethics.org/compliance/city-officers/contract-approval-city-officers">https://sfethics.org/compliance/city-officers/contract-approval-city-officers</a>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
	40
Original	<b>5</b> ,
AMENDMENT DESCRIPTION – Explain reason for amendment	<b>V</b>
	· C.
	<b>`</b> \(\chi_{\chi}\)

2. CITY ELECTIVE OFFICE OR BOARD			
OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER		
Board of Supervisors	Members		

3. FILER'S CONTACT	
NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT			
NAME OF DEPARTMENTAL CONTACT		DEPARTMENT CONTACT TELEPHONE NUMBER	
Brett Con	nner	628-652-7109	
FULL DEPARTN	MENT NAME	DEPARTMENT CONTACT EMAIL	
CHF	Children, Youth and Their Families	brett.conner@dcyf.org	

5. CONTRACTOR				
NAME OF CONTRACTOR		TELEPHONE NUMBER		
San Francisco Unified School District		415-241-	6000	
STREET ADDRESS (including City, State and Zip Code)	1	EMAIL		
555 Franklin Street, San Francisco, CA 94102				
6. CONTRACT				
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RI	FP NUMBER	<b>FILE NUMBER (</b> <i>If applicable</i> <b>)</b> 250873	
DESCRIPTION OF AMOUNT OF CONTRACT	ı			
\$28,996,871				
NATURE OF THE CONTRACT (Please describe)	)_			
Grant agreement to administer the Student Succe Section 16.131) for the fiscal year 2025/26. Po grants to schools, and as-needed projects.	rograms to in	clude dis	trict innovation grants,	
	'9,	SO ST		
		Syl	•	
			<u>ک</u>	
7. COMMENTS				
8. CONTRACT APPROVAL				
This contract was approved by:				
THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM				
A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES				
Board of Supervisors				
THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF	THE CITY ELECTIVE	OFFICER(S) II	DENTIFIED ON THIS FORM SITS	

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

cont	contract.				
#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ		
1	Kim	Phil	Board of Directors		
2	Huling	Jaime	Board of Directors		
3	Alexander	Matt	Board of Directors		
4	Fisher	Alida	Board of Directors		
5	Gupta	Parag	Board of Directors		
6	Ray	Supriya	Board of Directors		
7	Weissman-Ward	Lisa	Board of Directors		
8	Su	Maria	CEO		
9	Aptos Middle School		Subcontractor		
10	Balboa High School		Subcontractor		
11	Bret Harte Elementary Sch.		Subcontractor		
12	Buena Vista Horace Mann		Subcontractor		
13	Burton High School		Subcontractor		
14	Carmichael PK-8		Subcontractor		
15	Carver Elementary School		Subcontractor		
16	Chavez Elementary School		Subcontractor		
17	Cleveland Elementary Sch.		Subcontractor		
18	Cobb Elementary School		Subcontractor		
19	County Satellite		Subcontractor		

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ
20	Denman Middle School		Subcontractor
21	Dolores Huerta Elementary		Subcontractor
22	Downtown High School	0	Subcontractor
23	Dr. Martin Luther King MS	<b>6</b>	Subcontractor
24	Drew College Prep	30	Subcontractor
25	El Dorado Elementary Sch.	S.	Subcontractor
26	ER Taylor	90	Subcontractor
27	Everett Middle School	9	Subcontractor
28	Flynn Elementary School		Subcontractor
29	Francisco Middle School		Subcontractor
30	Glen Park Elementary Sch.		Subcontractor
31	Grattan Elementary School		Subcontractor
32	Guadalupe Elementary Sch.		Subcontractor
33	Hillcrest Elementary Sch.		Subcontractor
34	Ida B Wells High School		Subcontractor
35	Independence High School		Subcontractor
36	Jean Parker Elem. Sch.		Subcontractor
37	John Muir Elementary Sch.		Subcontractor
38	Lick Middle School		Subcontractor

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ	
39	Lincoln High School		Subcontractor	
40	Longfellow Elementary Sch.		Subcontractor	
41	Malcolm X Academy	6	Subcontractor	
42	Marshall High School	<b>'</b> Q',	Subcontractor	
43	Mission Education Center	30	Subcontractor	
44	Mission High School	v.	Subcontractor	
45	Monroe Elementary School	9,7	Subcontractor	
46	Moscone Elementary School	9	Subcontractor	
47	O'Connell High School		Subcontractor	
48	Revere PreK-8		Subcontractor	
49	Rosa Parks Elementary Sch.		Subcontractor	
50	Sanchez Elementary School		Subcontractor	
x	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.			

# 10. VERIFICATION I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board



# San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102 Phone: 415.252.3100 . Fax: 415.252.3112 ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: <sup>250873</sup>

Bid/RFP #:

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# **Notification of Contract Approval**

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Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <a href="https://sfethics.org/compliance/city-officers/contract-approval-city-officers">https://sfethics.org/compliance/city-officers/contract-approval-city-officers</a>

1. FILING INFORMATION	
TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Supplemental	S.
AMENDMENT DESCRIPTION – Explain reason for amendment	
	1/0
	AX
	<b>**</b>

2. CITY ELECTIVE OFFICE OR BOARD		
OFFICE OR BOARD NAME OF CITY ELECTIVE OFFICER		
Board of Supervisors	Members	

3. FILER'S CONTACT				
NAME OF FILER'S CONTACT	TELEPHONE NUMBER			
Angela Calvillo	415-554-5184			
FULL DEPARTMENT NAME	EMAIL			
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org			

4. CONTRACTING DEPARTMENT CONTACT		
NAME OF DEPARTMENTAL CONTACT		DEPARTMENT CONTACT TELEPHONE NUMBER
Brett Conner		628-652-7109
FULL DEPARTMENT NAME		DEPARTMENT CONTACT EMAIL
CHF	Children, Youth and Their Families	brett.conner@dcyf.org

5. CONTRACTOR				
NAME OF CONTRACTOR		TELEPHONE N	IUMBER	
San Francisco Unified School District		415-241-6000		
STREET ADDRESS (including City, State and Zip Code)		EMAIL		
555 Franklin Street, San Francisco, CA 94102				
6. CONTRACT				
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(	6) ORIGINAL BID/	RFP NUMBER	FILE NUMBER (If applicable) 250873	
DESCRIPTION OF AMOUNT OF CONTRACT				
\$28,996,871	<b>,</b>			
NATURE OF THE CONTRACT (Please describe)	<b>9</b> _			
Grant agreement to administer the Student Success Fund (u				
2025/26. Programs to include district innovation grants, gran	nts to schools, and	as-needed pro	ojects.	
	S			
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			<b>&gt;</b>	
Short Charles and				
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7. COMMENTS				
8. CONTRACT APPROVAL				
This contract was approved by:  THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM				
THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORW				
A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES				
Board of Supervisors				
THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE	OF THE CITY ELECTIV	/E OFFICER(S) II	DENTIFIED ON THIS FORM SITS	
$  \sqcup  $				

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

cont	contract.					
#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ			
1	San Francisco Comm. Sch.		Subcontractor			
2	SF International High Sch.	0	Subcontractor			
3	Sheridan Elementary School	TO CA	Subcontractor			
4	Starr King Elementary Sch.	Y <sub>0</sub>	Subcontractor			
5	Sutro Elementary School	<u>0</u>	Subcontractor			
6	Tenderloin Community Sch.	7.0.	Subcontractor			
7	Ulloa Elementary School	39	Subcontractor			
8	Visitacion Valley Ele. Sc.		Subcontractor			
9	Visitacion Valley Mid. Sc.		Subcontractor			
10	Webster Elementary School		Subcontractor			
11	Willie Brown Jr Mid. Sch.		Subcontractor			
12	Adventure Education Sol.		Subcontractor			
13	After School Enrich. Pgrm.		Subcontractor			
14	Bay Area Community Res.		Subcontractor			
15	Boys and Girls Club of SF		Subcontractor			
16	Brains & Motions Education		Subcontractor			
17	Children's After Sch. Arts		Subcontractor			
18	Clarendon Childcare Center		Subcontractor			
19	Community Youth Center SF		Subcontractor			

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	ТҮРЕ
20	Edventure More		Subcontractor
21	Elevo Learning	<b>A</b>	Subcontractor
22	Good Samaritan Family Res.		Subcontractor
23	Grattan After School Pgrm.	, O.	Subcontractor
24	Jamestown Community Center	30	Subcontractor
25	K.E.E.P.	S.	Subcontractor
26	Middle Tree	90	Subcontractor
27	Mission Graduates	9	Subcontractor
28	Real Options for City Kids		Subcontractor
29	Richmond Dist. Neigh. Ctr.		Subcontractor
30	SF Arts Education Project		Subcontractor
31	Sunshine Education		Subcontractor
32	Telegraph Hill Neigh. Cen.		Subcontractor
33	Wah Mei		Subcontractor
34	YMCA of San Francisco		Subcontractor
35			
36			
37			
38			

# 9. AFFILIATES AND SUBCONTRACTORS List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract. LAST NAME/ENTITY/SUBCONTRACTOR **FIRST NAME** TYPE 39 40 41 42 43 44 45 46 47 48 49 50 Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type. **10. VERIFICATION** I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

# I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board





Mayor

August 8, 2025

Ms. Angela Calvillo Clerk of the Board San Francisco Board of Supervisors 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco, CA 94102-4689

# RE: Proposed Resolution for Grant Agreement with the San Francisco Unified School District in Support of the Student Success Fund for Fiscal Year 2025/26

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed Board Resolution requesting retroactive approval of the grant agreement with the San Francisco Unified School District in support of the Student Success Fund for fiscal year 2025/26.

The total not to exceed amount of this grant agreement is \$28,996,871. Under Charter Section 9.118(b), all contracts in excess of \$10 million are subject to approval by the Board of Supervisors.

Attached please find a copy of the proposed resolution. Please calendar this item at the Board's earliest convenience and advise us of the date of introduction.

If you need additional information, please contact Grants Manager Brett Conner at brett.conner@dcyf.org.

Thank you for your assistance.

Sincerely,

Sherrice Dorsey-Smith Interim Executive Director

**Enclosure** 

cc: Brett Conner, Grants Manager, DCYF