

File No. 240752

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date September 4, 2024

Board of Supervisors Meeting Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission (2)
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DCYF Statement on Retroactivity 8/29/2024</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DCYF Presentation 9/4/2024</u>
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Completed by: Brent Jalipa Date August 29, 2024

Completed by: Brent Jalipa Date _____

1 [Grant Agreement - Retroactive - San Francisco Unified School District - Student Success
2 Fund - Not to Exceed \$26,519,360]

3 **Resolution retroactively approving a grant agreement for Contract No. 1000032928 for**
4 **the Student Success Fund between San Francisco Unified School District and the City**
5 **and County of San Francisco, acting by and through its Department of Children, Youth**
6 **and Their Families, for a total term of July 1, 2024, through June 30, 2025, and for a**
7 **total not to exceed amount of \$26,519,360.**

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

14 WHEREAS, District Innovation programs under the Fund in fiscal year 2024/25 will
15 support multiple schools that have creative and innovative programs that will support students'
16 academic achievement and social emotional well-being and support schools with emerging
17 needs or provide workforce support to San Francisco Unified School District to help move
18 towards academic achievement; and

19 WHEREAS, Student Success Grants under the Fund in fiscal year 2024/25 will support
20 schools that need additional support and funds to create their Community School
21 Implementation Plan or to implement their Community School Implementation Plan; and

22 WHEREAS, 52 San Francisco Unified School District elementary, middle and high
23 schools will receive Student Success Grants in fiscal year 2024/25, having been selected by
24 competitive procurement; now, therefore, be it

1 RESOLVED, Under San Francisco Charter, Section 9.118, the Board of Supervisors
2 hereby authorizes the City to enter into the grant agreement between the City and County of
3 San Francisco and San Francisco Unified School District to support the Student Success
4 Fund during the period of July 1, 2024, through June 30, 2025, for a total not to exceed
5 amount of \$26,519,360; and, be it

6 FURTHER RESOLVED, That within thirty (30) days of the grant agreement being fully
7 executed by all parties, the Department of Children, Youth and Their Families shall provide
8 the final grant agreement to the Clerk of the Board for inclusion into the official file.

Item 3 File 24-0752	Department: Children, Youth and Their Families (DCYF)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would retroactively approve a grant agreement between DCYF and SFUSD. The grant has a term from July 1, 2024 to June 30, 2025 for a total not-to-exceed amount of \$26,519,360. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> Proposition G, approved by San Francisco voters in November 2022, established a Student Success Fund in the City Charter to fund programs at SFUSD to improve academic achievement and emotional/social wellbeing. The proposed grant agreement funds two types of grants: (1) District Innovation Grants, for programs at multiple schools; and (2) Student Success Grants, for 52 specific schools. Grant funding is provided for development and implementation of new programs. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed grant funds \$14,419,360 for Student Success Grants, \$11,050,000 for District Innovation Grants, and \$1,050,000 for program administration. The FY 2024-25 budget included \$35 million in appropriations from the Student Success Fund. Net of the proposed \$26,519,360 grant, the remaining \$8,480,640 will be retained by DCYF as for additional technical assistance to SFUSD, program administration, and hiring a program evaluator. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> The proposed grant does not have well defined services, outcomes, and performance metrics. According to DCYF, the School District is still in the process of developing programs that would be funded by the proposed grant. The District is in the process of developing a “resource alignment” plan to merge and close schools. The list of impacted schools is not known as of this writing but could include recipients of the proposed grant. The SFUSD staff proposal to the Board of Education is expected to be released in September or October 2024. The Board of Supervisors could postpone approval of this resolution until the District’s resource alignment plan is finalized. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> Request DCYF amend the proposed grant agreement to define the programs that will be funded, including the population to be served, operating period, activities, work of subcontractors, goals, and performance measures. 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

Proposition G, approved by San Francisco voters in November 2022, established a Student Success Fund in Section 16.131 of the City Charter. The purpose of the Fund is to provide “additional resources to the San Francisco Unified School District (SFUSD) to accomplish grade-level success in core academic subjects and improve social/emotional wellness for all District students,” according to the Charter. Section 16.131 establishes that the Fund is to be administered by the Department of Children, Youth and Their Families (DCYF). Annual appropriations to the Fund are provided by a portion of a fund source known as excess Educational Revenue Augmentation Fund (ERAF).¹

The Charter amendment establishing the Student Success Fund provides for the following annual appropriations from excess ERAF:

- \$11 million in FY 2023-24;
- \$35 million in FY 2024-25;
- \$45 million in FY 2025-26;
- \$60 million in FY 2026-27;
- For FY 2027-28 onward, a formula is used to determine revenues to be appropriated to the Fund.

According to the Charter, the Student Success Fund provides three types of grants, Student Success Grants (for individual schools), Technical Assistance Grants (to develop programs), and District Innovation Grants (funding programs across multiple schools). An open and competitive solicitation process to award this agreement is not required because grant funds are being awarded to a government entity, in this case the School District, for programs performed only by that entity, pursuant to Administrative Code Section 21G.3.

¹ Excess ERAF refers to the amount of property tax revenues initially diverted from the City to help the state meet its funding obligations for k-14 education. The amount that exceeds these entities’ revenue limits is returned to the City as so-called “excess ERAF.” The excess ERAF revenues are budgeted at a total of \$365.1 million in FY 2023-24, \$311.6 million in FY 2024-25, and \$294.8 million in FY 2025-26, according to the Controller’s Office Revenue Letter for FY 2024-25 and FY 2025-26.

Per the Charter, grant funds may not be used to pay for core school staffing and the District is required to hire one full-time (or full-time equivalent) School District Coordinator to manage and coordinate the community school framework district-wide, and provide training and support for each eligible school's Community School Coordinator. The City may allocate up to 3.5 percent of annual appropriations from the Fund for program administration.

FY 2023-24 Student Success Grant

In FY 2023-24, a DCYF provided a grant of \$9,008,250 to the District. The FY 2023-24 grant was not subject to Board of Supervisors approval because it was less than \$10 million.

According to the Department, the District had invoiced for \$2,208,250 of the total \$9,008,250 (or, 24 percent), as of July 29, 2024. The Department expects the District to invoice for additional expenditures but not the full amount of the grant. Unspent funds from FY 2023-24 may be reallocated among other allowable uses or returned to the Student Success Fund reserve, according to DCYF. The Department noted that FY 2023-24 was the first year of distributing Student Success Fund grants, and there was a delay in issuing the Request for Proposals by the District to schools and not all schools were able to submit timely proposals.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve a grant agreement between DCYF and SFUSD. The grant has a term from July 1, 2024 to June 30, 2025 for a total not-to-exceed amount of \$26,519,360.

Grant Award

DCYF and the School District established evaluation criteria to disburse Student Success Fund grants to District schools. Eligible schools scored at least 65 points out of 100 to be considered for a grant, based on the scoring rubric shown in Appendix 1 to this report. SFUSD and DCYF staff evaluated schools against the scoring criteria and made funding awards.² Appendix 2 to this report lists the schools that would receive funding.

DCYF and the School District have determined the total amount of grant funding for District Innovation grants but are still determining the evaluation criteria for grant proposals and evaluating proposals.

Services

According to DCYF, spending is split between the Department and the school district, and the contract only represents the School District portion for funding the following two types of grants:

- **District Innovation** grants to the School District for four programs—Innovation Grants, Rapid Response, Technical Assistance, and Workforce Pipeline—to fund programs to

² The scoring panel included the SFUSD Director of Community Schools; SFUSD Assistant Superintendent, Student and Family Services Division; SFUSD Director of Strategic Initiatives; DCYF Director of Programs, Planning and Grants; DCYF Manager of Community Schools; and DCYF Program and Planning Manager.

support students' academic achievement and social emotional well-being; these strategies also support schools with emerging needs or provides workforce support to SFUSD to help move towards academic achievement.

- **Student Success** grants to fund programs at individual schools to improve academic achievement and social/emotional wellness. Grants may also be award to help schools develop such programs ("Readiness Grants").

Unlike other DCYF grants, the proposed contract does not define the scope of services in any further detail nor define measurable outcomes and other performance metrics. DCYF grants typically detail the population to be served, operating period, activities, work of subcontractors, goals, and performance measures.

Performance

Charter Section 16.131(e)(7) requires DCYF and the District to clearly define goals and measurable outcomes for each grant. However, unlike other DCYF grants, neither this agreement nor the MOUs with the Schools specify the goals and measurable outcomes that would allow the City to measure performance.³

Charter Section 16.131(g) requires DCYF to submit an outcomes report to the Mayor and Board of Supervisors by May 1 each year based on student outcomes data reported by the District and eligible schools for both academic and social/emotional programs. The evaluation did not take place for the \$9 million in funding allocated to the School District in FY 2023-24.

FISCAL IMPACT

The proposed agreement has a not-to-exceed amount of \$26,519,360, including \$1,050,000 for program administration, as shown in Exhibit 1.

³ The proposed grant agreement has a generic requirement for the District to submit information for evaluation to DCYF. In addition, DCYF has entered into Memoranda of Understanding (MOU) with eligible schools and the District that include a requirement for implementation grant recipients to "identify and confirm" student outcomes, which are undefined, within 90 days of receiving a grant award letter.

Exhibit 1: Student Success Fund FY 2024-25 Budget for San Francisco Unified School District

Category	Program	Scope of Work	Budget
District Innovation	District Innovation Grants	Support for creative and innovative programs/initiatives that are co-designed by school sites and SFUSD. Program to be implemented at multiple school sites.	\$7,000,000
	Rapid Response	School sites identify scenarios defined as a crisis and/or emergency for which access to funding is needed. All scenarios are to be approved by the School Site Council.	3,300,000
	Technical Assistance	Support for implementing the community schools' model and preparation for long-term funding.	500,000
	Workforce Pipeline	Expand SFUSD educator and college pathways and address workforce shortages in paraprofessional, social worker, nurse, and after-school staffing.	250,000
Subtotal			\$11,050,000
Student Success Grants	Implementation Grants	Designed for sites that have hired, or have identified their Community Schools Coordinator, or have completed their Community Schools Implementation Plan and are ready to expand or deepen their existing work.	\$7,789,360
	Readiness Grants	Designed for sites that need support to meet the eligibility criteria for Student Success Fund Implementation Grants. At the end of the grant period, sites are expected to have a Community School Coordinator in place and to have completed an assessment and implementation plan.	\$6,630,000
Subtotal			\$14,419,360
Program Administration			\$1,050,000
Total			\$26,519,360

Source: DCYF

The FY 2024-25 – FY 2025-26 budget included \$35 million from the Student Success Fund in FY 2024-25. The remaining \$8,480,640 will be retained by DCYF for additional technical assistance to SFUSD, program administration, and hiring a program evaluator. The proposed \$26.5 million is based on the number of schools that submitted proposals which met the minimum score necessary to receive funding.

POLICY CONSIDERATION**Grant Services, Outcomes, and Performance Not Defined**

As noted above, the proposed grant does not have well defined services, outcomes, and performance metrics. According to DCYF, the School District is still in the process of developing programs that would be funded by the proposed grant. To promote transparency and accountability, we recommend that the proposed grant be revised to define all programs that will be funded, including the population to be served, operating period, activities, work of subcontractors, goals, and performance measures.

Annual Reporting to the Board of Supervisors

Further, the Department is tasked by the Charter to regularly assess outcomes of the grant programs to evaluate how they are meeting the goals of improving student academic and social/emotional wellness outcomes, and to submit an annual report to the Mayor and the Board of Supervisors no later than May 1. As noted above, this report was not produced for \$9 million FY 2023-24 grant. DCYF should include results of the FY 2023-24 funding in its May 2025 report.

Potential School Closures

The District is in the process of developing a “resource alignment” plan to merge and close schools. The list of impacted schools is not known as of this writing but could include recipients of the proposed grant. The SFUSD staff proposal to the Board of Education is expected to be released in September or October 2024. The Board of Supervisors could postpone approval of this resolution until the District’s resource alignment plan is finalized.

RECOMMENDATIONS

1. Request DCYF amend the proposed grant agreement to define the programs that will be funded, including the population to be served, operating period, activities, work of subcontractors, goals, and performance measures.
2. Approve the proposed resolution.

Appendix 1: Scoring Rubric for Student Success Fund Grant Award Recipients (out of 100 points)

Criteria	Maximum Points
<i>Implementation Grants</i>	
How does your Community Schools/Implementation Plan align with the district's goal or guardrail?	5
Description of Goals	50
Which district goal or guardrail does this goal align to?	
Briefly explain how this goal relates to your Hopes and Needs Assessment	
Describe the school community engagement process for establishing the goals/priorities described above. How were students, families/caregivers, educators and other school staff and community partners included?	15
What new, deeper, or expanded work do you propose to do to advance these goals through this grant? Why did you choose those programs or interventions?	10
Please provide a budget for the requested funds. Please include a narrative of how these funds relate to your CCSPP funds [state funding for community school programs] or other existing community schools' budget if applicable.	10
What challenges do you anticipate with implementing your community schools plan and the work described above? How might you mitigate them?	10
<i>Readiness Grants</i>	
Why are you interested in becoming a community school and how will it help you align with the district goals and guardrails?	15
What do you hope will change for your students and for your school community as a result of becoming a community school?	15
How do you see becoming a community school changing the way you work with partners (e.g. CBOs, community members)?	15
Where are you in the process of identifying a Community School Coordinator?	15
What role do you see them playing as part of your school leadership team and school community?	
How will you engage your community in creating a community Schools/Implementation plan? Including how you will share leadership with community stakeholders.	15
What challenges do you anticipate in developing your plan and how might you mitigate them?	15
Please submit a budget for how you intend to use these funds. Please include a narrative of how these funds relate to your CCSP funds or other existing community schools' budget if applicable.	10

Source: DCYF

Appendix 2: SFUSD Schools Receiving Student Success Grants

School sites receiving readiness grants:

School Sites:

Aptos MS	Denman MS	Independence HS	SF Community School
Balboa HS	Dolores Huerta ES	Lick MS	Starr King ES
Carver ES	Flynn ES	Lincoln HS	Ulloa ES
Chavez ES	Glen Park ES	Malcolm X Academy	Webster ES
Cleveland ES	Grattan ES	Moscone ES	
Cobb ES	Hillcrest ES	O'Connell HS	
County Satellite	Ida B Wells HS	Rosa Parks ES	

School sites receiving implementation grants:

School Sites

Bret Harte ES	El Dorado ES	Marshall HS	Sutro ES
Buena Vista Horace Mann K-8	ER Taylor	Mission Education Center	Tenderloin CS
Burton HS	Francisco MS	Mission HS	Vis Valley ES
Carmichael PK-8	Guadalupe ES	Monroe ES	Vis Valley MS
Downtown HS	Jean Parker ES	Revere PreK-8	Willie Brown Jr MS
Dr. MLK MS	John Muir ES	Sanchez ES	Sheridan ES
Drew College Prep	Longfellow ES	SF International HS	Everett MS

Source: Proposed Grant

**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 **JUNE 1, 2024**, in the City and County of San Francisco, State of California, by and between **SAN FRANCISCO UNIFIED SCHOOL DISTRICT** (“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:

RAPID RESPONSE TO SCHOOLS, DISTRICT INNOVATION GRANTS, READINESS GRANTS, IMPLEMENTATION GRANTS, TECHNICAL ASSISTANCE, AND A WORKFORCE PIPELINE; 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 **123456** on **DATE**; 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).
- (l) “**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 **JULY 1, 2024** and expire on **JUNE 30, 2025**, 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-SIX MILLION FIVE HUNDRED NINETEEN THOUSAND THREE HUNDRED SIXTY** Dollars (**\$26,519,360**).

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

9.1 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**

If to Grantee: **SAN FRANCISCO UNIFIED SCHOOL DISTRICT
135 VANNES AVENUE, SAN
FRANCISCO, CA 94102
Attn: JACKIE CHEN, FINANCIAL SERVICES OFFICER
Phone No. (415) 241-6542, ext. 1617**

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 Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or

subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

(c) **Non-Discrimination in Benefits.** 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 or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

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. Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

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, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code (“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, 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 Chapter 12T.

(b) Except to the extent that state law, including without limitation the California Education Code, preempts this requirement, the requirements of Chapter 12T shall only apply to a Contractor’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. Chapter 12T 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 the second breach 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. 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.

**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.
Section 6.5	Books and Records.	This Article 17	Miscellaneous
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

**DEPARTMENT OF CHILDREN, YOUTH
AND THEIR FAMILIES**

By: _____
Maria Su, Psy.D.
Executive Director

Approved as to Form:

David Chiu
City Attorney

By: _____
Valerie J. Lopez
Deputy City Attorney

GRANTEE:

**SAN FRANCISCO UNIFIED SCHOOL
DISTRICT**

By: _____
Jackie Chen
Financial Services Officer
City Supplier ID #: **0000011502**
Federal Tax ID #: **94-6000416**

Approved as to Form:

Angie Miller
Senior Deputy General Counsel

By: _____
Senior Deputy General Counsel

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: www.dcyf.org

Appendix B--Definition of Grant Plan

The term “Grant Plan” shall mean

Categories	Program	Scope of Work	Total FY 24-25 Budget
District Innovation – strategies that fall under this category 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	Rapid Response	School sites will identify scenarios that have been defined as a crisis and/or emergency where access to funding is needed. All scenarios will be approved by their School Site Council.	\$3,300,000
	Workforce Pipeline	This scope is designed to expand the SFUSD educator and college and career pathways and to address workforce shortages in paraprofessional, school social worker, school district nurse and after-school staffing. Funds will be given to the SFUSD on a cost reimbursement basis	\$250,000
	District Innovation Grants	This scope is designed to support creative and innovative programs/initiatives that are co-designed by school sites and SFUSD. This programming will be implemented across multiple school sites.	\$7,000,000
	Technical Assistance	This scope is designed to provide technical assistance support to schools with the implementation of the community schools model and preparation for long-term funding.	\$500,000
Grants to Schools (Student Success Grants) - strategies that fall under this category support schools that need additional support and funds to create their Community School Implementation Plan or to implement their Community School Implementation Plan.	Readiness Grants	This scope is designed for sites that need support to meet the eligibility criteria for SSF Implementation Grants. At the end of the grant period, sites will be expected to have a Community Schools Coordinator in place and to have completed a Hopes and Needs Assessment as well as developed their Community Schools Implementation Plan.	\$6,630,000
		School Sites:	
		Aptos MS	
		Denman MS	
		Independence HS	
		SF Community School	
		Balboa HS	
		Dolores Huerta ES	
		Lick MS	
		Starr King ES	
		Carver ES	
		Flynn ES	
		Lincoln HS	
		Ulloa ES	
		Chavez ES	
		Glen Park ES	
		Malcolm X Academy	
		Webster ES	
		Cleveland ES	
		Grattan ES	
		Moscone ES	
		Cobb ES	
		Hillcrest ES	
		O'Connell HS	
		County Satellite	
		Ida B Wells HS	
		Rosa Parks ES	

	Implementation Grants	<p>This scope is designed for sites that have hired/or have identified their Community Schools Coordinator, have completed their Community Schools Implementation Plan and are ready to expand or deepen their existing work.</p> <p>School Sites</p> <table> <tr> <td>Bret Harte ES</td><td>El Dorado ES</td><td>Marshall HS</td><td>Sutro ES</td></tr> <tr> <td>Buena Vista Horace Mann K-8</td><td>ER Taylor</td><td>Mission Education Center</td><td>Tenderloin CS</td></tr> <tr> <td>Burton HS</td><td>Francisco MS</td><td>Mission HS</td><td>Vis Valley ES</td></tr> <tr> <td>Carmichael PK-8</td><td>Guadalupe ES</td><td>Monroe ES</td><td>Vis Valley MS</td></tr> <tr> <td>Downtown HS</td><td>Jean Parker ES</td><td>Revere PreK-8</td><td>Willie Brown Jr MS</td></tr> <tr> <td>Dr. MLK MS</td><td>John Muir ES</td><td>Sanchez ES</td><td>Sheridan ES</td></tr> <tr> <td>Drew College Prep</td><td>Longfellow ES</td><td>SF International HS</td><td>Everett MS</td></tr> </table>	Bret Harte ES	El Dorado ES	Marshall HS	Sutro ES	Buena Vista Horace Mann K-8	ER Taylor	Mission Education Center	Tenderloin CS	Burton HS	Francisco MS	Mission HS	Vis Valley ES	Carmichael PK-8	Guadalupe ES	Monroe ES	Vis Valley MS	Downtown HS	Jean Parker ES	Revere PreK-8	Willie Brown Jr MS	Dr. MLK MS	John Muir ES	Sanchez ES	Sheridan ES	Drew College Prep	Longfellow ES	SF International HS	Everett MS	\$7,789,360
Bret Harte ES	El Dorado ES	Marshall HS	Sutro ES																												
Buena Vista Horace Mann K-8	ER Taylor	Mission Education Center	Tenderloin CS																												
Burton HS	Francisco MS	Mission HS	Vis Valley ES																												
Carmichael PK-8	Guadalupe ES	Monroe ES	Vis Valley MS																												
Downtown HS	Jean Parker ES	Revere PreK-8	Willie Brown Jr MS																												
Dr. MLK MS	John Muir ES	Sanchez ES	Sheridan ES																												
Drew College Prep	Longfellow ES	SF International HS	Everett MS																												
Administration		Program administration	\$1,050,000																												
TOTAL			\$26,519,360																												

Appendix C--Form of Funding Request

Program	SFUSD Resource #	SFUSD Org #	FY 24-25 Budget	Expenditure Category	FY 24- 25 Q1	FY 24- 25 Q2	FY 24- 25 Q3	FY 24- 25 Q4	YTD Invoiced	YTD Balance
Rapid Response	TBD	TBD	\$3,300,000	Personnel						
				Other Program Exp						
Subtotal										
Workforce Pipeline	TBD	TBD	\$250,000	Personnel						
				Other Program Exp						
Subtotal										
District Innovation Grants	TBD	TBD	\$7,000,000	Personnel						
				Other Program Exp						
Subtotal										
Technical Assistance	TBD	TBD	\$500,000	Personnel						
				Other Program Exp						
Subtotal										
Readiness Grants	TBD	TBD	\$6,630,000	Personnel						
				Subcontracts						
				Other Program Exp						
Subtotal										
Implementation Grants	TBD	TBD	\$7,789,360	Personnel						
				Subcontracts						
				Other Program Exp						
Subtotal										
Administration	TBD	TBD	\$1,050,000	Personnel						
				Other Program Exp						
Subtotal										
TOTAL										
			\$26,519,360							

Appendix D--Interests In Other City Contracts

Department	Description	Contract Award Amount	Term Start Date	Term End Date
CHF Children, Youth & Their Families	CHF-GA-SFUSD Dual Enrollment	\$4,000,000	7/1/2022	6/30/2024
CHF Children, Youth & Their Families	CHF-SFUSD Master FY 23-24	\$481,058	7/1/2023	6/30/2024
CHF Children, Youth & Their Families	CHF-SFUSD Success Fnd FY 23-24	\$9,008,250	12/1/2023	6/30/2024
DEC Dept of Early Childhood	OECE Preschool For All 21-23	\$9,090,908	7/1/2023	6/30/2026
DPH Public Health	DPH Nutrition Services	\$1,060,200	10/1/2019	9/30/2024
DPH Public Health	Pass-thru Dental Services Fund	\$600,000	3/1/2024	6/30/2025
ENV Environment	ENV-Science Center MOU 21-23	\$132,224	7/1/2021	6/30/2025
ENV Environment	ENV-SFUSD Compost 23-24	\$86,000	6/20/2023	6/30/2024
HSA Human Services Agency	HSA: Foster Youth Svcs 22-25	\$1,023,242	7/1/2022	6/30/2025
MTA Municipal Transportation Agency	SFMTA-PKPKS19VO-003	\$540,000	7/1/2018	8/31/2025
MTA Municipal Transportation Agency	SRTS Outreach Coordinator Serv	\$400,000	12/8/2022	12/7/2025
PUC Public Utilities Commission	John O'Connell High	\$375,000	7/1/2023	6/30/2025
PUC Public Utilities Commission	Visitacion Valley Elem School	\$1,874,496	4/16/2024	4/15/2044
PUC Public Utilities Commission	Youth Leadership Institute	\$34,350	6/6/2022	6/5/2026
REG Elections	REG22-177; Feb/Apr 22 Election	\$41,053	1/19/2024	6/30/2024

Appendix E--Permitted Subgrantees

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 Middle School
Webster Elementary School
Willie Brown Jr Middle School



**San Francisco Department of
Children, Youth, & Their Families**

Student Success Fund Contract

Board of Supervisors
Budget and Finance Committee Meeting

September 4, 2024



Contracts for approval

- The contract with SFUSD for the **Student Success Fund** (2022 Prop G) is over \$10M and required Board approval.
- **File 240752:** July 1, 2024 - June 30, 2025 with a not to exceed amount of \$26,519,360

SFUSD – Student Success Fund

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

In FY24-25, \$35M is allocated for SSF and \$26.5M will be contracted to SFUSD for Rapid Response Grants, Workforce Pipeline Grants, District Innovation Grants, Technical Assistance, Readiness Grants, Implementation Grants, as well as a small portion of program administration. The rest will be contracted out directly by DCYF or support implementation of the funds.

FY 2024-2025		
Category	SFUSD	DCYF
Rapid Response	\$3,300,000	\$0
District Innovation (includes Workforce Pipeline)	\$7,250,000	\$0
SSF Readiness Grants	\$6,630,000	\$0
SSF Implementation Grant	\$7,789,360	\$0
Technical Assistance	\$500,000	\$2,600,000
Administration	\$1,050,000	\$1,255,000
Total Amount Allocated	\$26,519,360	\$3,855,000
Unallocated	\$0	\$4,625,640
Total	\$35,000,000	

Minor Revision to Resolution

- On Page 1 of the Resolution, DCYF amended the number of school sites that would receive Student Success Grants from 52 to 53 due to a clerical error.

22 WHEREAS, 52-53 San Francisco Unified School District elementary, middle and high
23 schools will receive Student Success Grants in fiscal year 2024/25, having been selected by
24 competitive procurement; now, therefore, be it

Thank you!



www.dcyf.org



Maria Su, Psy.D.
Executive Director



London Breed
Mayor

MEMO

Date: August 29, 2024

To: Budget and Finance Committee

From: The Department of Children, Youth and Their Families

Re: **Explaining the Retroactive Need for the FY24-25 Student Success Fund Contract**

The Department of Children Youth and Their Families (DCYF) was allocated \$35 million for the FY24-25 Student Success Fund per the Annual Appropriation Ordinance signed on July 30, 2024. 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 #: 240752

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: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

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 San Francisco Unified School District	TELEPHONE NUMBER (415) 241-6542
STREET ADDRESS (including City, State and Zip Code) 135 VAN NESS AVENUE, SAN FRANCISCO, CA 94102	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240752
DESCRIPTION OF AMOUNT OF CONTRACT \$26,878,288		
NATURE OF THE CONTRACT (Please describe) Grant agreement to administer the Student Success Fund (under San Francisco City Charter Section 16.131) for the fiscal year 2024/25. Programs to include rapid response to schools, district innovation grants, readiness grants, implementation grants, technical assistance, and a workforce pipeline.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

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
1	Motamedi	Lainie	Board of Directors
2	Alexander	Matt	Board of Directors
3	Boggess	Kevine	Board of Directors
4	Fisher	Alida	Board of Directors
5	Lam	Jenny	Board of Directors
6	Sanchez	Mark	Board of Directors
7	Weissman-Ward	Lisa	Board of Directors
8	Wayne	Matt	CEO
9	Chen	Jackie	CFO
10	Aptos Middle School		Subcontractor
11	Balboa High School		Subcontractor
12	Bret Harte Elementary Scho		Subcontractor
13	Buena Vista Horace Mann K-		Subcontractor
14	Burton High School		Subcontractor
15	Carmichael PK-8		Subcontractor
16	Carver Elementary School		Subcontractor
17	Chavez Elementary School		Subcontractor
18	Cleveland Elementary Sch.		Subcontractor
19	Cobb Elementary School		Subcontractor

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

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39	Longfellow Elementary Sch.		Subcontractor
40	Malcolm X Academy		Subcontractor
41	Marshall High School		Subcontractor
42	Mission Education Center		Subcontractor
43	Mission High School		Subcontractor
44	Monroe Elementary School		Subcontractor
45	Moscone Elementary School		Subcontractor
46	O'Connell High School		Subcontractor
47	Revere PreK-8		Subcontractor
48	Rosa Parks Elementary Sch.		Subcontractor
49	Sanchez Elementary School		Subcontractor
50	San Francisco Commun. Sch.		Subcontractor
<input checked="" type="checkbox"/>	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

DATE SIGNED

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:

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NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
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<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	SF International High Sch.		Subcontractor
2	Sheridan Elementary School		Subcontractor
3	Sutro Elementary School		Subcontractor
4	Tenderloin Community Sch.		Subcontractor
5	Ulloa Elementary School		Subcontractor
6	Visitacion Valley MS		Subcontractor
7	Webster Elementary School		Subcontractor
8	Willie Brown Middle Sch.		Subcontractor
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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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☐ 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	DATE SIGNED
BOS Clerk of the Board	



Maria Su, Psy.D.
Executive Director



London N. Breed
Mayor

July 3, 2024

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 2024/25

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 2024/25.

The total not to exceed amount of this grant agreement is \$26,519,360. 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,

A handwritten signature in black ink, appearing to read "Maria Su".

Maria Su, Psy.D.
Executive Director

Enclosure

cc: Brett Conner, Grants Manager, DCYF