

File No. 241061

Committee Item No. 9

Board Item No. 27

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date November 20, 2024

Board of Supervisors Meeting Date December 3, 2024

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	Contract/Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Form 126 – Ethics Commission
<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 checked="" type="checkbox"/>	<u>DCYF Statement on Retroactivity 9/30/2024</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>DCYF Presentation 11/20/2024</u>
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Completed by: Brent Jalipa Date November 14, 2024

Completed by: Brent Jalipa Date November 22, 2024

1 [Grant Agreement - Retroactive - Mission Graduates - All Children And Youth Are Ready to
2 Learn And Succeed In School Result Area - Not to Exceed \$10,717,300]

3 **Resolution retroactively approving the Agreement between the City, acting by and**
4 **through the Department of Children, Youth and Their Families (“DCYF”), and Mission**
5 **Graduates, under the All Children And Youth Are Ready To Learn And Succeed In**
6 **School Result Area for the following five school programs: Bessie Carmichael Beacon,**
7 **Everett Middle School Beacon, Flynn Elementary School Beacon, Sanchez Elementary**
8 **School Beacon, and Mission HS/O’Connell HS/June Jordan SE Summer Program, for a**
9 **term of five years from July 1, 2024, through June 30, 2029, and for a total not to**
10 **exceed amount of \$10,717,300; and to authorize DCYF to enter into amendments or**
11 **modifications to the Agreement that do not materially increase the obligations or**
12 **liabilities to the City and are necessary to effectuate the purposes of the Agreement or**
13 **this Resolution.**

14
15 WHEREAS, On August 16, 2023, the Department of Children, Youth and Their
16 Families (DCYF) issued a Request for Proposals (“RFP”) for its 2024–2029 funding cycle; and

17 WHEREAS, Mission Graduates submitted proposals for five school programs under
18 RFP Result Area: All Children And Youth Are Ready To Learn And Succeed In School and
19 was the highest ranked proposer; and

20 WHEREAS, The five school programs are: Bessie Carmichael Beacon; Everett Middle
21 School Beacon; Flynn Elementary School Beacon; Sanchez Elementary School Beacon; and
22 Mission HS/O’Connell HS/June Jordan SE Summer Program; and

23 WHEREAS, Under the Bessie Carmichael Beacon Program, Mission Graduates will
24 provide academic supports and enrichment activities at Bessie Carmichael K-8 School; and
25

1 WHEREAS, Under the Everett Middle School Beacon Program, Mission Graduates will
2 provide academic supports and enrichment activities at Everett Middle School; and

3 WHEREAS, Under the Flynn Elementary School Beacon Program, Mission Graduates
4 will provide academic supports and enrichment activities at Leonard Flynn Elementary School;
5 and

6 WHEREAS, Under the Sanchez Elementary School Beacon Program, Mission
7 Graduates will provide academic supports and enrichment activities at Sanchez Elementary
8 School; and

9 WHEREAS, Under the Mission HS/O'Connell HS/June Jordan SE Summer Program,
10 Mission Graduates will provide a summer learning program for five days a week for four hours
11 a day over eight weeks serving 100 San Francisco youth; and

12 WHEREAS, DCYF awarded the Agreement to Mission Graduates for all five school
13 programs; and

14 WHEREAS, Charter, Section 9.118(b) requires Board of Supervisors' approval by
15 Resolution of any contract which, when entered into, extends over 10 years, and of any
16 contract which, when entered into, costs the City \$10,000,000 or more; and

17 WHEREAS, The proposed Agreement contained in File No. 241061, is substantially in
18 final form, with all material terms and conditions included, and only remains to be executed by
19 the parties upon approval of this Resolution; now, therefore, be it

20 RESOLVED, That the Board of Supervisors hereby approves the Agreement in
21 substantially the form contained in File No. 241061; and, be it

22 FURTHER RESOLVED, That the Board of Supervisors authorizes DCYF to make any
23 modifications to the Agreement, prior to its final execution by all parties, that DCYF
24 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
25 best interest of the City, do not materially increase the obligations or liabilities of the City, are

1 necessary or advisable to effectuate the purposes of the Agreement, and are in compliance
2 with all applicable laws, including City's Charter; and, be it

3 FURTHER RESOLVED, That within 30 days of the Agreement being fully executed by
4 all parties, DCYF shall submit to the Clerk of the Board of Supervisors a completely executed
5 copy for inclusion in File No. 241061; this requirement and obligation resides with the
6 Department, and is for purposes of having a complete file only, and in no manner affects the
7 validity of approved Agreement.

Item 9 File 24-1061	Department: Children, Youth and Their Families
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would approve a retroactive grant agreement between the Department of Children, Youth and Their Families (DCYF) and Mission Graduates under the All Children And Youth Are Ready to Learn And Succeed In School Result Area for five schools: (1) Bessie Carmichael Beacon, (2) Everett Middle School Beacon, (3) Flynn Elementary School Beacon, (4) Sanchez Elementary School Beacon, (5) Mission HS/O’Connell HS/June Jordan SE Summar Program. Mission Graduates would provide academic support and enrichment activities at four schools as well a summer learning program for 100 youth at one school. The retroactive grant agreement has a five-year term starting July 1, 2024 through June 30, 2029 and a not-to-exceed amount of \$10,717,300. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> All five programs were previously funded. Performance metrics for FY 2022-23 show that all programs underperformed across several measures. According to DCYF, programs faced challenges with hour completion due to estimation issues, such as not accounting for holiday closures, resulting in inflated targets and lower completion rates. Additionally, high staff turnover during COVID further impacted program performance. The Department reports program staffing has improved. In addition, the Department will offer technical assistance and capacity building resources to improve program engagement. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The proposed agreement has a not-to-exceed amount of \$10,717,300, including a ten percent contingency, and a three percent annual increase to the FY 2024-25 annual budget of \$1,835,000. The agreement funds a total of 14.2 full-time equivalent adult staff. The source of funding will be finalized following approval of the proposed agreement and would likely be funded by the General Fund and/or the Children and Youth Fund. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> 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**Mission Graduates**

Mission Graduates is a nonprofit organization in San Francisco that has provided after school, in-school, and summer programs to youth in San Francisco since 1972. Mission Graduates offers a wide variety of services, which include extended day programs, Beacon sites, college access and success programming, career linkages, and parent engagement. According to their website, Mission Graduates has reached over 5,000 low-income children, youth, and families.

Procurement

In August 2023, the Department of Children, Youth, and Their Families (DCYF) issued a Request for Proposals (RFP) for the 2024 through 2029 funding cycle. Mission Graduates submitted proposals for five school programs under the RFP Result Area, “All Children and Youth are Ready to Learn and Succeed in School.” According to the RFP, the Result Area is associated with programs, resources, supports, and activities that provide opportunities for youth to learn, gain social-emotional learning (SEL) skills, engage educationally, and have access to needed support for children and youth in pre-kindergarten through 12th grade. The five school programs are (1) Bessie Carmichael Beacon, (2) Everett Middle School Beacon, (3) Flynn Elementary School Beacon, (4) Sanchez Elementary School Beacon, (5) Mission HS/O’Connell HS/June Jordan SE Summar Program. Mission Graduates would provide academic support and enrichment activities at four schools as well a summer learning program for 100 youth at one school.

Mission Graduates currently provide these programs under three five separate agreements, which expired June 30, 2024.¹ The RFP scoring and other procurement information is summarized in Exhibit 1 below. Proposals were evaluated in three phases. In phase one, proposals were evaluated based on four criteria: program overview (25 points), program design (55 points), program impact (10 points), and target population need (10 points), for a total possible score of 100 points. In Phase 2, proposers were evaluated based on strategy alignment, target population, past performance, and agency fiscal rating. In Phase 3, DCYF determined the funding allocations for the non-profit providers.

¹ The agreement for Everett Middle School Beacon is listed under its former name, Mission Community Beacon.

Exhibit 1: Procurement Summary

Program	Bessie Carmichael	Everett Middle School	Flynn Elementary School	Sanchez Elementary School	Mission HS/O'Connell HS/June Jordan SE²
Selection Panel	Manager I (DCYF), Executive Projects and Strategic Planning (MTA), Childcare Coordinator (Sacramento County)	Supervisor of Analytics (SFUSD), Principal Administrative Analyst (DCYF), Consultant	Student (UC Berkeley), Senior Supervisor Probation Officer (JDP), Deputy Director III (DCYF)	Community Partnerships Director (CCSF), Division Director (Catholic Charities CYO), Principal Administrative Analyst (DCYF)	Manager I (DCYF), Principal Administrative Analyst (RPD), Legal Assistant (DA).
Total Number of Proposals	28	28	28	28	74
Number of Proposals Awarded Funding	26	26	26	26	41
Average Score (out of 100)	88.63	90.53	85.17	84.27	73.27
Rank out of Total Number of Proposals	8	5	15	20	56

Source: DCYF

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve a new grant agreement between DCYF and the Mission Graduates for five programs: (1) Bessie Carmichael Beacon, (2) Everett Middle School Beacon, (3) Flynn Elementary School Beacon, (4) Sanchez Elementary School Beacon, (5) Mission HS/O'Connell HS/June Jordan SE Summar Program. The retroactive grant agreement has a five-

² The Proposal Score Report shows that this proposal was not awarded funding. According to DCYF, this was due to limited resources. However, funding was later restored during the June 2024 budget process, allowing this program to be funded.

year term starting July 1, 2024 through June 30, 2029 and a not-to-exceed amount of \$10,717,300. According to DCYF staff, DCYF is seeking approval retroactively due to the delays in the contracting process, resulting from multiple rounds of funding augmentation following budget restorations by the Mayor and Board.

Scope of Services

Bessie Carmichael Beacon

The Beacon at Bessie Carmichael K-8 is a year-round program that provides school day and after school support, summer programming, and parent engagement. Annually, the program serves 255 participants (153 participants ages five to ten and 102 participants ages eleven to thirteen). The program subcontracts with organizations³ providing various forms of enrichment, including academic support, literacy programming, youth theatre, and other enrichment activities.

Everett Middle School Beacon

The Beacon at Everett Middle School is a year-round program that provides school day and after school support, summer programming, and parent engagement. Annually, the program serves 365 participants (184 participants ages 11 to 13 and 181 participants ages 14 to 17). The program subcontracts with organizations⁴ providing various forms of enrichment, including professional development, football, and academic support.

Flynn Elementary School Beacon

The Beacon at Flynn Elementary School is a year-round program that provides school day and after school support, summer programming, and parent engagement. Annually, the program serves 280 participants (230 participants ages five to ten and 50 participants ages 11 to 13). The program subcontracts with organizations⁵ providing various forms of enrichment, including leadership development, sports, theater, and academic support.

Sanchez Elementary School Beacon

The Beacon at Sanchez Elementary School is a year-round program that provides school day and after school support, summer programming, and parent engagement. Annually, the program serves 280 participants (260 participants ages five to ten and 20 participants ages 11 to 13). The program subcontracts with organizations⁶ providing various forms of enrichment, including academic support and sports.

³ The subcontracted organizations are: United Playaz Inc, Galing Bata, America SCORES Bay Area, Hokali Inc, Jarret Evans, Community Initiatives / Mission Science Workshop, and San Francisco Youth Theatre.

⁴ The subcontracted organizations are: San Francisco Coalition of Essential Small Schools, Good Samaritan Family Resource Center, Bay Area Youth Agency Consortium, Ruben Urbina, Justice Howard, Louis Perez, Tyler West, Steve Harris Jr, Ronnell Clayton, and Kaitlyn Kraybill-Voth.

⁵ The subcontracted organizations are: America SCORES Bay Area, Bay Area Youth Agency Consortium, Maya R Martinez, Judy Viertel, The X Kids Club, Girls Leading Girls, and San Francisco Youth Theatre.

⁶ The subcontracted organizations are: America SCORES Bay Area, The X Kids Club, Playball San Francisco LLC, Girls on the Run of the Bay Area, Community Initiatives / Mission Science Workshop, Girls Leading Girls, San Francisco Youth Theatre, Mayra Diaz,

Mission HS/O'Connell HS/June Jordan SE Summer Program

Mission Graduates offers year-round college and career services at Mission and John O'Connell High Schools, including assisting students with college and financial aid applications. In addition, the program offers a wide range of clubs that support student leadership and cultural pride. Annually, the program serves 35 participants ages 14 to 17.

Performance

Pursuant to the grant agreement, Bessie Carmichael Beacon, Everett Middle School Beacon, Flynn Elementary School Beacon, Sanchez Elementary School Beacon, and Mission HS/O'Connell HS/June Jordan SE Summar Program are required to report on seven performance measures described in Exhibit 2. Each grantee is required to administer participant surveys or other evaluation instruments to ensure compliance with performance measure targets, per the agreement. The Department will provide a performance improvement plan if a grantee is found to not meet one or more performance standards, which may include participation in technical assistance, performance measure amendment, or other supportive measures.

Exhibit 2: Performance Measures in Proposed Grant Agreement

Timeframe	Name	Performance Measure	Target
FY 2024-29	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants	90%+
FY 2024-29	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process*	Yes – participated in PQA Process
FY 2024-25	Social-Emotional Learning (SEL) Plan	Grantee participates in SEL trainings	Yes – participated in trainings
FY 2025-29	Social-Emotional Learning (SEL) Plan	Grantee identifies a plan for incorporating SEL into their programs and practices	Yes – has an SEL plan
FY 2024-29	Average Daily Attendance	Average daily attendance as a percentage of program's projected average daily attendance	85%+
FY 2024-29	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them	75%+
FY 2024-29	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts	Strong

Source: Grant Agreement, Appendix B-1

*Note: The Youth and School-Aged Program Quality Assessment Tool is a validated instrument that evaluates the quality of youth programs and identifies staff training needs. According to DCYF, the tool has been used in community organizations, schools, camps, and other sites to measure a young person's access to key developmental experiences through a set of scored items that can be used for comparison and assessment of progress over time.

Performance metrics for FY 2022-23 show that most programs underperformed across several measures. As shown by Exhibit 3, Bessie Carmichael has the lowest performance, failing to meet five measures. Everett Middle School failed to meet four measures and both Flynn Elementary School and Sanchez Elementary School failed to meet three measures. John O'Connell College & Career was subject to a slightly different set of five performance measures; it met one measure, failed to meet two, and had two measures unreported. According to DCYF, programs faced challenges with hour completion due to estimation issues, such as not accounting for holiday closures, resulting in inflated targets and lower completion rates. Additionally, high staff turnover during COVID further impacted program performance. According to the Department the programs' staffing has since stabilized. The proposed new grant agreement no longer tracks hours within each program, but does track attendance. In addition, the Department will offer technical assistance and capacity building resources to improve program engagement.

Exhibit 3: FY 2022-23 Performance Measures (Prior Grant Agreement)

Measure	Bessie Carmichael	Flynn ES	Everette MS	Sanchez ES	Target
Number of participants served as a percentage of the program's projected number of participants. (Summer)	38%	91%	83%	87%	85%+
Number of participants served as a percentage of the number of participants the program was designated to serve. (After School)	115%	155%	305%	142%	90%+
Percent of participants who participated in the program for the target number of hours. (Summer)	7%	32%	42%	6%	85%+
Percent of participants who participated in the program for the target number of hours during the school year.	2%	26%	0%	38%	85%+
Average daily attendance as a percentage of the program's projected average daily attendance. (Summer)	29%	69%	59%	63%	85%+
Average daily attendance as a percentage of the program's projected average daily attendance during the school year.	72%	117%	100%	112%	85%+
Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	No Data	-	No Data	-	75%

Measure	John O'Connell College & Career	Target
Number of participants served as a percentage of the program's projected number of participants.	96%	90%+
Percent of participants who participated in the program for 126+ hours during the summer.	53%	85%+
Percent of participants who participated in the program for 76+ hours during the school year.	0%	85%+
Percent of surveyed participants who report that an adult in the program understood and really cared about them.	No Data	75%+
Percent of surveyed participants who report developing education or career goals and understanding the steps needed to achieve their goals as a result of the program.	No Data	75%+

Source: DCYF

Note: Gray shading indicates result did not meet performance target.

Fiscal and Compliance Monitoring

The Department conducted fiscal and compliance monitoring for Mission Graduates for FY 2023-24 in April 2024, and no findings were identified.

FISCAL IMPACT

The proposed agreement has a not-to-exceed amount of \$10,717,300, including a ten percent contingency. The grant agreement budget, which includes a three percent annual increase, by fiscal year and program is shown in Exhibit 4 below.

Exhibit 4: Grant Agreement Not to Exceed Amount

	Bessie Carmichael	Everett Middle School	Flynn Elementary School	Sanchez Elementary School	Mission HS/O'Connell HS/June Jordan SE	Total
FY 2024-25	\$475,000	\$475,000	\$375,000	\$430,000	\$80,000	\$1,835,000
FY 2025-26	489,300	489,300	386,300	442,900	82,400	1,890,200
FY 2026-27	504,000	504,000	397,900	456,200	84,900	1,947,000
FY 2027-28	519,100	519,100	409,800	469,900	87,400	2,005,300
FY 2028-29	534,700	534,700	422,100	484,000	90,000	2,065,500
Total	2,522,100	2,522,100	1,991,100	2,283,000	424,700	9,743,000
Contingency (10%)	252,210	252,210	199,110	228,300	42,470	974,300
Not-to-Exceed Amount	\$2,774,310	\$2,774,310	\$2,190,210	\$2,511,300	\$467,170	\$10,717,300

Source: Grant Agreement, Appendix B-1, B-2, B-3, B-4, B-5.

The FY 2024-25 budget is approximately \$1,835,000 million, as shown in Exhibit 5 below.

Exhibit 5: FY 2024-25 Budget

	Bessie Carmichael	Everett Middle School	Flynn Elementary School	Sanchez Elementary School	Mission HS/O'Conn ell HS/June Jordan SE	Total	% Total
Administrative	\$95,000	\$95,000	\$75,000	\$86,000	\$16,000	\$367,000	20%
Adult Staff	242,627	139,858	148,251	216,767	51,153	798,656	44%
Fringe Benefits	62,873	63,927	56,799	75,733	12,847	272,179	15%
Materials & Supplies	15,000	19,999	21,250	10,000	-	66,249	4%
Other Program Expenses	29,500	28,000	32,200	26,500	-	116,200	6%
Subcontractors	30,000	128,216	41,500	15,000	-	214,716	12%
Total	\$475,000	\$475,000	\$375,000	\$430,000	\$ 80,000	\$1,835,000	100%

Source: DCYF

According to DCYF, the agreement funds a total of 14.2 full-time equivalent (FTE) adult staff, with 4.2 FTE for Bessie Carmichael Beacon, 2.5 FTE for Everett Middle School Beacon, 2.6 FTE for Flynn Elementary School Beacon, 4.1 FTE for Sanchez Elementary School Beacon, and .8 FTE for Mission HS/O'Connell HS/June Jordan SE Summar Program.

Source of Funding

According to DCYF staff, the source of funding will be finalized following approval of the proposed agreement and the proposed budget. The proposed agreement would likely be funded by the General Fund and/or the Children and Youth Fund.

RECOMMENDATION

Approve the proposed resolution.

GRANT AGREEMENT

between

CITY AND COUNTY OF SAN FRANCISCO

and

MISSION GRADUATES
CONTRACT ID: 1000032577

THIS GRANT AGREEMENT (“Agreement”) is made as of **August 23, 2024**, in the City and County of San Francisco, State of California, by and between **MISSION GRADUATES** (“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: **All Children And Youth Are Ready To Learn And Succeed In School**; and

WHEREAS, the grant plan will be carried out through the following Grantee program(s): **Bessie Carmichael Beacon**; and **Everett Middle School Beacon**; and **Flynn Elementary School Beacon**; and **Sanchez Elementary School Beacon**; and **Mission HS/O'Connell HS/June Jordan SE Summer Program**; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by Resolution Number **xxx-xx** on **date**; 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, 2029**, 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 Qualified 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 **Nine Million Seven Hundred Forty-Three Thousand Dollars (\$9,743,000)**.

Contingent Amount: Up to **Nine Hundred Seventy-Four Thousand Three Hundred Dollars (\$974,300)** for the period defined in Section 3.2 **may be available, in the City's sole discretion, as a contingency subject to authorization by the City and certified as available by the Controller.**

The maximum amount of Grant Funds disbursed hereunder shall not exceed **Ten Million Seven Hundred Seventeen Thousand Three Hundred Dollars (\$10,717,300)** for the period defined in Section 3.2.

Grantee understands that, of the maximum dollar disbursement listed in Section 5.1 of this Agreement, **the amount shown as the Contingent Amount may not be used in Program Budgets attached to this Agreement in Appendix B, and is not available to Grantee without a revision to the Program Budgets of Appendix B specifically approved by the Grant Agreement Administrator.** Grantee further understands that no payment of any portion of this contingency amount will be made unless and until such funds are certified as available by the Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

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 **MONTH**.

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) Reserved. (Grant Terms)

5.5 Advance of Funds. Grantee shall be entitled to an annual advance payment in an amount not to exceed 10% of the Budget Amount for the specific fiscal year as defined in Appendix B. In rare cases, the Agency may approve an advance over the 10% limit based on program needs. Grantee must provide the Agency with a written request for an advance prior to the beginning of the fiscal year in which the advance payment will be made. The Agency shall have the sole discretion of whether to approve an advance payment request and the amount of any payment. These funds shall be deemed payable to the Grantee upon execution of this Agreement, certification by the Controller and receipt by Agency of a Funding Request. The Agency shall deduct the entire amount of any advance payment from disbursement due to Grantee as described above. The Agency shall have the sole discretion to determine the timing and amount of each such deduction, but in no event shall any advance repayment remain outstanding after June 30 of the fiscal year in which the advance was provided.

**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 Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by 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 nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. 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.

10.9 Reserved. (Worker's Compensation)

10.10 Insurance Waiver. Any of the terms or conditions of this Article 10 may be waived by the City's Risk Manager in writing, signed by the Risk Manager, and attached to this Agreement as Appendix F. Such waiver is fully incorporated herein. The waiver shall waive only the requirements that are expressly identified and waived, and under such terms and conditions as stated in the waiver.

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 & THEIR
FAMILIES
1390 MARKET STREET, SUITE 900
SAN FRANCISCO, CA 94102
Attn: BRETT CONNER**

If to Grantee: **MISSION GRADUATES
3040 16TH STREET
SAN FRANCISCO, CA, 94103
Attn: EDDIE KAUFMAN**

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 Requirements.

(a) Grantee shall comply with the provisions of San Francisco Labor and Employment Code Articles 131 and 132. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 131.2(a), 131.2(c)-(k), and 132.3 of the San Francisco Labor and Employment Code and shall require all subcontractors to comply with such provisions. Grantee is subject to the enforcement and penalty provisions in Articles 131 and 132.

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

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a

controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8. Minimum Compensation Ordinance. Labor and Employment Code Article 111 applies to this Agreement. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 % in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

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) Grantee agrees to comply fully with and be bound by all of the provisions of Article 142, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Labor and Employment Code (“Article 142”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Article 142 are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of Article 142 is available on the web at <http://sfgov.org/olse/fco>. Grantee is required to comply with all of the applicable provisions of Article 142, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Article 142.

(b) The requirements of Article 142 shall only apply to a Grantee’s or Subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Article 142 shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for 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.

(a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

(b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subcontractors/subgrantees/subrecipients to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subcontractors/subgrantees/subrecipients to remain in good standing with applicable requirements shall be a material breach of this Agreement.

ARTICLE 17 MISCELLANEOUS

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

17.2 Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.

17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A, Definition of Eligible Expenses
Appendix B, Definition of Grant Plan
Appendix C, Form of Funding Request
Appendix D, Interests in Other City Contracts
Appendix E, Permitted Subgrantees
Appendix F, Insurance Waiver

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.	Article 12 Disclosure of Information and Documents
Section 6.4 Financial Statements.	Section 13.4 Grantee Retains Responsibility.
Section 6.5 Books and Records.	Section 14.3 Consequences of Recharacterization.
Section 6.6 Inspection and Audit.	This Article 17 Miscellaneous
Section 6.7 Submitting False Claims; Monetary Penalties	
Article 7 Taxes	
Article 8 Representations and Warranties	
Article 9 Indemnification and General Liability	
Section 10.4 Required Post-Expiration Coverage.	

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably

necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Reserved. (Dispute Resolution Procedure)

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

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

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

CITY

GRANTEE:

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

MISSION GRADUATES

By: _____
Sherrice Dorsey-Smith
Acting Director

By: _____
Eddie Kaufman
Executive Director
Federal Tax ID #: 23-7172909
City Supplier Number: 0000014955

Approved as to Form:

David Chiu
City Attorney

By: _____
Valerie J. Lopez
Deputy City Attorney

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 Grant Plan.

All Eligible Expenses *must* be:

(1) paid by Grantee prior to the submission of the applicable Funding Request; ***if advances are approved:*** expenses to be incurred and paid by Grantee no more than 30 days after the disbursement of Grant Funds pursuant to the Funding Request;

(2) direct out-of-pocket expenses incurred by Grantee or its officers, directors and employees;

(3) operating (as opposed to capital) expenses;

(4) within the scope of the applicable Budget line item;

(5) directly related to activities performed within the physical boundaries of the City and County of San Francisco or activities exclusive to the children and youth of the City and County of San Francisco occurring outside of its physical boundaries as a necessary component of the activity; and

(6) incurred in support of services for children up to 18 years old and Disconnected Transitional-Aged Youth up to and including 24 years old, including:

(a) Affordable child care and early education;

(b) Recreation, cultural and after-school programs, including without limitation, arts programs;

(c) Health services, including prevention, education, and behavioral and mental health services;

(d) Training, employment and job placement;

(e) Youth empowerment and leadership development;

(f) Youth violence prevention programs;

(g) Youth tutoring and educational enrichment programs;

(h) Family and parent support services;

(i) Support for collaboration among grantees to enhance service delivery and provider capacity-building, and for community development efforts; and

(j) Services responsive to issues of gender, sexual orientation, and gender identification, including, but not limited to, services to address the needs of girls and LGBTQQ communities.

Eligible Expenses may *include*:

- (1) adult and youth staff wages;
- (2) fringe benefits;
- (3) subcontractors;
- (4) materials and supplies;
- (5) program expenses including but not limited to communications, equipment, field trips, food, insurance, occupancy, and transportation; and
- (6) administrative expenses including but not limited to fiscal sponsorship fees.

Eligible Expenses shall specifically *exclude*:

- (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 and Disconnected Transitional-Aged Youth 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 and Disconnected Transitional-Aged Youth;
- (5) acquisition (other than by lease for a term of ten years or less) of any real property or land, or capital expenditures, or predevelopment or construction costs for housing;
- (6) maintenance, utilities or any similar operating costs of any facility not used primarily and directly by children and Disconnected Transitional-Aged Youth, or of any recreation or park facility (including a zoo), library, hospital, or housing; or
- (7) medical health services, other than prevention, education, and behavioral and mental health support services.

Appendix B--Definition of Grant Plan

The term “Grant Plan” shall mean SEE WORK PLAN BELOW.

Work Plan

Agency Name: **Mission Graduates**

Other City Funds:

Contract Number	Contract Title	Department	Term Start Date	Term End Date	Award Amount
1000026711	ADMCE-ImmigrantAssistanceGrant	ADM GSA - City Administrator	07/01/2022	06/30/2024	\$80,000
1000018778	CHF-GA-Bessie Carmichael Beaco	CHF Children; Youth & Families	07/01/2020	06/30/2024	\$3,078,681
1000009469	CHF-GA-Bryant Beacon Center	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$2,378,456
1000009470	CHF-GA-Flynn Beacon Center	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$4,644,049
1000012925	CHF-GA-John O'Connell College	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$1,105,768
1000009471	CHF-GA-Mission Community Beaco	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$4,240,737
1000009472	CHF-GA-Sanchez Beacon Center	CHF Children; Youth & Families	07/01/2018	06/30/2024	\$2,763,162
1000031059	TTX-OFE K2C CBO (MG)	TTX Treasurer/Tax Collector	10/12/2023	06/30/2025	\$107,000

DCYF is committed to making sure all of San Francisco's children and youth, and particularly those who are most vulnerable, are supported by nurturing families and communities, are physically and emotionally healthy, succeeding in school, and ready for college, work, and adulthood. The range of programs DCYF funds, including those supported in this contract, furthers that overarching commitment to San Francisco's children and youth. These programs, while open to all populations regardless of race, ethnicity, gender, or other factors, address the unique cultural needs of the targeted population(s) to the extent such populations are identified herein.

Appendix B-1

Program Name: **Bessie Carmichael Beacon**

Program Description

The Beacon at Bessie Carmichael K-8 provides after-school and summer programming, school-day support, and parent engagement through a collaboration of program partners. The Beacon serves as a community center hub providing academic, social, and emotional support to SOMA youth and families as they prepare for lives as successful adults. Literacy and Math Support- All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. Project-Based Learning- In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of study and showcases youth's learning. Engaging Enrichment Activities- In addition to staff developing enrichments designed to peak students interest and develop creativity, Mission Graduates partners with organizations dedicated to those ends, including: San Francisco Ballet, San Francisco Youth Theater, Acrosports, Today's Future Sounds, The Marsh Theatre, Abada Capoeira, and Playwell Teknologies (LEGO Robotics). College Readiness- Our programs from kindergarten through senior year ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.

Scope of Work

Services and Projections

Program Operation Dates

Program Start Date

7/1/24

Program End Date

6/30/29

Months Services Will Be Provided

<input checked="" type="checkbox"/> July	<input checked="" type="checkbox"/> October	<input checked="" type="checkbox"/> January	<input checked="" type="checkbox"/> April
<input checked="" type="checkbox"/> August	<input checked="" type="checkbox"/> November	<input checked="" type="checkbox"/> February	<input checked="" type="checkbox"/> May
<input checked="" type="checkbox"/> September	<input checked="" type="checkbox"/> December	<input checked="" type="checkbox"/> March	<input checked="" type="checkbox"/> June

Total Number of Weeks in a Year Services Will Be Provided

46

Days in a Typical Week Program Services Will Be Provided

<input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Tuesday	<input checked="" type="checkbox"/> Thursday	<input type="checkbox"/> Saturday
<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Friday	

Program Projections by Age (Annual)

<u>5-10</u>	<u>11-13</u>	<u>14-17</u>	<u>18-24</u>
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Unduplicated Number of Program Participants to be Serviced Annually	153	102	0	0
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Total Unduplicated Participants: 255

Projected Services

Group Activities

Name: Afterschool Program

Activity Description: Beacon afterschool program focuses on 4 key areas- literacy development, electives/enrichments, project-based learning, and college readiness. All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. In addition to staff developing enrichments designed to peak students interest and develop creativity, Mission Graduates partners with organizations dedicated to those ends, including: America SCORES, Hokali Kids, Galing Bata, SF Youth Theatre, and Root Division. In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of study and showcases youth's learning. Our programs from kindergarten through senior year ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.

Name: Summer Program

Activity Description: Mission Graduates Summer program focuses on 5 key areas- literacy development, electives/enrichments, STEM, project-based learning, and field trips. Through these 5 areas we provide an engaging and fun learning environment for students to reinforce school year learning and socially interact with one another. Every students is able to learn new skills, engage in physical activities everyday, participate in community circles, and participate in learning centers that deepen their learning.

Name: Morning Care

Activity Description: Beacon staff will provide morning programming for students to attend before school. Students will have an opportunity to build community through games, art, and activities. In addition, students will also be able to enjoy breakfast and receive any support with homework that may be needed.

Activities Without Personal Information

Name: School Day Support

Activity Description:

Beacon staff will provide Lunch Clubs, Wellness support, as well as school day push-ins. During lunch clubs, Beacon staff provide an array of school day programming, focusing on three core areas- academic support, support groups and clubs, and lunch activities. The Beacon also is responsible for implementing a range of clubs designed to develop students' pride in their identity- such as the Black Student Union, the La Raza/Sueno Latino Club, and Hip Hop lunch club. The Beacon also implements lunch specific programming and activities. During school day push-ins, The Beacon will provide several ways to support the academic efforts of the school day, including push-in/pull-out targeted academic interventions, reading buddy programs, and study halls. During Wellness support, Beacon staff will be providing behavioral and wellness supports for both our Elementary and Middle school sites.

Name:

Parent Partner Program

Activity Description:

The objective of the Parent Partner Program is to level the educational playing field, reduce the achievement gap between Latino and African American students and the general population and ultimately result in more of these students becoming prepared to get into and graduate from college. The Parent Partner Program accomplishes this by working with these students' parents and building up their access to resources and information and creating a culture of college. In order to maximize the number of people we are able to reach and increase the likelihood that our work will result in more parents taking action to support their children's academic success, we employ a promotora (trained peer educator) model, which is most commonly seen in the public health field but has recently begun to be applied in other sectors, including education. Please note: the Projected number of Unduplicated Participants and Average Daily Attendance includes only parents, guardians, and family members.

Name:

Family/Community Events

Activity Description:

In person events to showcase learning, information, and resources for families. Please note: the Projected number of Unduplicated Participants includes only parents, guardians, and family members.

Budget

Fiscal Year	Budget Amount
2024/25	\$475,000
2025/26	\$489,300
2026/27	\$504,000
2027/28	\$519,100
2028/29	\$534,700
TOTAL	\$2,522,100

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

Contractor Name:	United Playaz Inc
Contractor Address:	1038 Howard Street, San Francisco, CA, 94103
Activity Description:	Events and Celebrations, Student Support, PTA Collaboration, SOMA Youth Collaborative Coordination, Wellness Center support, Park and Rec coordination, School to Home/OST Safety, and related activities
Contractor Name:	Galing Bata (FADF)
Contractor Address:	1010 Mission Street, San Francisco, CA, 94103
Activity Description:	Academic Support/Homework Help supporting within the existing Beacon classrooms in small groups/breakout rooms (virtual), particularly for students enrolled in Filipino FLES, other students needing Filipino language support, and students referred by teachers and staff. (Staff: 1 hour academic and 30 min prep) and 3 sessions of Enrichment a day (Staff: 1 hour enrichment and 30 min prep) for 5 days a week. -
Contractor Name:	America SCORES Bay Area
Contractor Address:	530 Divisadero Street #741, San Francisco, CA, 94117
Activity Description:	Various Enrichment Activities: Soccer, Poems, Leadership development
Contractor Name:	Hokali, Inc.
Contractor Address:	2021 Fillmore Street #2088, San Francisco, CA, 94115
Activity Description:	Various Enrichment Classes for youth.
Contractor Name:	Jarret Evans
Contractor Address:	1800 Madison Street, Apt 301, Oakland, CA, 94612
Activity Description:	Flag Football Coach @ Bessie Carmichael
Contractor Name:	Community Initiatives / Mission Science Workshop
Contractor Address:	1000 Broadway Suite 480, Oakland, CA, 94607
Activity Description:	Enrichment Services to youth related to science.
Contractor Name:	San Francisco Youth Theatre
Contractor Address:	1446 Market Street, San Francisco, CA, 94102
Activity Description:	Enrichment Services related to singing, acting, dance, drama, and related activities.

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Average Daily Attendance	Average daily attendance as a percentage of program's projected average daily attendance.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix B-2

Program Name: Everett Middle School Beacon

Program Description

The Beacon at Everett MS provides after-school and summer programming, school-day support, and parent engagement through a collaboration of program partners. The Beacon serves as a community center hub providing academic, social, and emotional support to SOMA youth and families as they prepare for lives as successful adults. Literacy and Math Support- All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. Project-Based Learning- In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of study and showcases youth's learning. Engaging Enrichment Activities- In addition to staff developing enrichments designed to peak students interest and develop creativity, Mission Graduates partners with organizations dedicated to those ends, including: San Francisco Ballet, San Francisco Youth Theater, Acrosports, Today's Future Sounds, The Marsh Theatre, Abada Capoeira, and Playwell Teknologies (LEGO Robotics). College Readiness- Our programs from kindergarten through senior year ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.

Scope of Work

Services and Projections

Program Operation Dates

<u>Program Start Date</u>	<u>Program End Date</u>
7/1/24	6/30/29

Months Services Will Be Provided

<input checked="" type="checkbox"/> July	<input checked="" type="checkbox"/> October	<input checked="" type="checkbox"/> January	<input checked="" type="checkbox"/> April
<input checked="" type="checkbox"/> August	<input checked="" type="checkbox"/> November	<input checked="" type="checkbox"/> February	<input checked="" type="checkbox"/> May
<input checked="" type="checkbox"/> September	<input checked="" type="checkbox"/> December	<input checked="" type="checkbox"/> March	<input checked="" type="checkbox"/> June

Total Number of Weeks in a Year Services Will Be Provided

46

Days in a Typical Week Program Services Will Be Provided

<input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Tuesday	<input checked="" type="checkbox"/> Thursday	<input type="checkbox"/> Saturday
<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Friday	

Program Projections by Age (Annual)

	<u>5-10</u>	<u>11-13</u>	<u>14-17</u>	<u>18-24</u>
Unduplicated Number of Program Participants to be Serviced Annually	0	184	181	0

Total Unduplicated Participants: 365

Projected Services

Group Activities

Name: Afterschool Program

Activity Description: Beacon afterschool program focuses on 4 key areas- literacy development, electives/enrichments, project-based learning, and college readiness. All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. In addition to staff developing enrichments designed to peak students interest and develop creativity, Mission Graduates partners with organizations dedicated to those ends, including: San Francisco Coalition of Essential Small Schools (SF-CESS), First Graduates, Good Samaritan, and America SCORES. In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of study and showcases youth's learning. Our programs from kindergarten through senior year ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.

Name: Summer Program

Activity Description: Mission Graduates Summer program focuses on 5 key areas- literacy development, electives/enrichments, STEM, project-based learning, and field trips. Through these 5 areas we provide an engaging and fun learning environment for students to reinforce school year learning and socially interact with one another. Every students is able to learn new skills, engage in physical activities everyday, participate in community circles, and participate in learning centers that deepen their learning.

Name: Morning Care

Activity Description: Beacon staff will provide morning programming for students to attend before school. Students will have an opportunity to build community through games, art, and activities. In addition, students will also be able to enjoy breakfast and receive any support with homework that may be needed.

Activities Without Personal Information

Name: School Day Supports

Activity Description: Beacon staff will provide Lunch Clubs, Wellness support, as well as school day push-ins. During lunch clubs, Beacon staff provide an array of school day programming, focusing on three core areas- academic support, support groups and clubs, and lunch activities. The Beacon also is responsible for implementing a range of clubs designed to develop students' pride in their

identity- such as the Black Student Union, the La Raza/Sueno Latino Club, and Hip Hop lunch club. The Beacon also implements lunch specific programming and activities. During school day push-ins, The Beacon will provide several ways to support the academic efforts of the school day, including push-in/pull-out targeted academic interventions, reading buddy programs, and study halls. During Wellness support, Beacon staff will be providing behavioral and wellness supports for students

Name: Parent Partner Program

Activity Description: The objective of the Parent Partner Program is to level the educational playing field, reduce the achievement gap between Latino and African American students and the general population and ultimately result in more of these students becoming prepared to get into and graduate from college. The Parent Partner Program accomplishes this by working with these students' parents and building up their access to resources and information and creating a culture of college. In order to maximize the number of people we are able to reach and increase the likelihood that our work will result in more parents taking action to support their children's academic success, we employ a promotora (trained peer educator) model, which is most commonly seen in the public health field but has recently begun to be applied in other sectors, including education. Please note: the Projected number of Unduplicated Participants and Average Daily Attendance includes only parents, guardians, and family members.

Name: Family/Community Events

Activity Description: In person events to showcase learning, information, and resources for families. Please note: the Projected number of Unduplicated Participants includes only parents, guardians, and family members.

Budget

Fiscal Year	Budget Amount
2024/25	\$475,000
2025/26	\$489,300
2026/27	\$504,000
2027/28	\$519,100
2028/29	\$534,700
TOTAL	\$2,522,100

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

Contractor Name:	San Francisco Coalition of Essential Small Schools (SFCESS)
Contractor Address:	3750 18th St #5, San Francisco, CA, 94114
Activity Description:	Facilitative, Coaching and Professional Development for Everett Middle School by Gregory Peters, T.J. Estandian, RoLesia Holman, Beth Silbergeld, Denise Savoy, Joanna Brownson and /or other contractors.
Contractor Name:	Good Samaritan Family Resource Center
Contractor Address:	1294 Potrero Ave, San Francisco, CA, 94110
Activity Description:	Design, review, and update support group curriculum. Directly lead and facilitate classes with middle school students, 3 groups of 10 students. Attend regular meetings with staff, school staff, as well as the Youth Program Coordinator to coordinate logistics. Support Study Hall.
Contractor Name:	Bay Area Youth Agency Consortium (BAYAC)
Contractor Address:	375 7th Street, San Francisco, CA, 94103
Activity Description:	The Agency will develop AmeriCorps Member positions that are appropriate to the Agency's mission and that provide direct service to the children/ youth served. The positions will focus on the goal of school success through Youth Development, After School Enrichment, Academic Engagement, or Volunteer Coordination.
Contractor Name:	Ruben Urbina
Contractor Address:	1323 Gilman Avenue, San Francisco, CA, 94124
Activity Description:	Contracted Teacher / Security
Contractor Name:	Justice Howard
Contractor Address:	1675 37th Avenue,, San Francisco, CA, 94122
Activity Description:	Football Official for Flag Football League hosted at Everett Middle School
Contractor Name:	Louis Perez
Contractor Address:	940 Haight Street, San Francisco, CA, 94117
Activity Description:	Football Official for Flag Football League hosted at Everett Middle School
Contractor Name:	Tyler West
Contractor Address:	1907 Chestnut Avenue, Antioch, CA, 94509
Activity Description:	Football Official for Flag Football League hosted at Everett Middle School
Contractor Name:	Steve Harris Jr
Contractor Address:	30 Beatrice Lane , Apt 3, San Francisco, CA, 94124
Activity Description:	Flag Football Coach for Flag Football League hosted at Everett Middle School
Contractor Name:	Ronnell Clayton
Contractor Address:	242 11th Street, San Francisco, CA, 94103
Activity Description:	Flag Football Coach for Flag Football League hosted at Everett Middle School
Contractor Name:	Kaitlyn Kraybill-Voth
Contractor Address:	530 Larkin Street, Apt 508, San Francisco, CA, 94102
Activity Description:	Contracted Teacher

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Average Daily Attendance	Average daily attendance as a percentage of program's projected average daily attendance.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix B-3

Program Name: Flynn Elementary School Beacon

Program Description

The Beacon at Flynn Elementary provides after-school and summer programming, school-day support, and parent engagement through a collaboration of program partners. The Beacon serves as a community center hub providing academic, social, and emotional support to Mission youth and families as they prepare for lives as successful adults. Literacy and Math Support- All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. Project- Based Learning- In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of student and showcases youth's learning. Engaging Enrichment Activities- In addition to staff developing enrichments designed to peak students interested and develop creativity, Mission Graduates partners with organizations dedicated to those ends including: San Francisco Ballet, San Francisco Youth Theater, Acrosports, Today's Future Sounds, the Marsh Theater, Abada Capoeira, and Playwell Teknologies (LEGO Robotics). College Readiness- Our programs from Kindergarten through High School Seniors ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.

Scope of Work

Services and Projections

Program Operation Dates

<u>Program Start Date</u>	<u>Program End Date</u>
7/1/24	6/30/29

Months Services Will Be Provided

<input checked="" type="checkbox"/> July	<input checked="" type="checkbox"/> October	<input checked="" type="checkbox"/> January	<input checked="" type="checkbox"/> April
<input checked="" type="checkbox"/> August	<input checked="" type="checkbox"/> November	<input checked="" type="checkbox"/> February	<input checked="" type="checkbox"/> May
<input checked="" type="checkbox"/> September	<input checked="" type="checkbox"/> December	<input checked="" type="checkbox"/> March	<input checked="" type="checkbox"/> June

Total Number of Weeks in a Year Services Will Be Provided

46

Days in a Typical Week Program Services Will Be Provided

<input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Tuesday	<input checked="" type="checkbox"/> Thursday	<input type="checkbox"/> Saturday
<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Friday	

Program Projections by Age (Annual)

	<u>5-10</u>	<u>11-13</u>	<u>14-17</u>	<u>18-24</u>
Unduplicated Number of Program Participants to be Serviced Annually	230	50	0	0

Total Unduplicated Participants: 280

Projected Services

Group Activities

Name: Afterschool Program

Activity Description: Beacon afterschool program focuses on 4 key areas- literacy development, electives/enrichments, project-based learning, and college readiness. All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. In addition to staff developing enrichments designed to peak students interest and develop creativity, Mission Graduates partners with organizations dedicated to those ends, including: Girls Leading Goals, Marsh Theater , Jewish Community Center of SF, SF Youth Theatre. In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of study and showcases youth's learning. Our programs from kindergarten through senior year ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.

Name: Summer Program

Activity Description: Mission Graduates Summer program focuses on 5 key areas- literacy development, electives/enrichments, STEM, project-based learning, and field trips. Through these 5 areas we provide an engaging and fun learning environment for students to reinforce school year learning and socially interact with one another. Every students is able to learn new skills, engage in physical activities everyday, participate in community circles, and participate in learning centers that deepen their learning.

Activities Without Personal Information

Name: School Day Supports

Activity Description: Beacon staff will provide Lunch Clubs, Wellness support, as well as school day push-ins. During lunch clubs, Beacon staff provide and array of school day programming, focusing on three core areas- academic support, support groups and clubs, and lunch activities. The Beacon also is responsible for implementing a range of clubs designed to develop students' pride in their identity- such as the Black Student Union, the La Raza/Sueno Latino Club, and Hip Hop lunch club. The Beacon also implements lunch specific programming and activities. During school day push-ins, The Beacon will provide several ways to support the academic efforts of the school day, including push-in/pull-out targeted academic interventions, reading buddy programs, and study halls. During Wellness support, Beacon staff will be providing behavioral and wellness supports for students

Name: Parent Partner Program

Activity Description: The objective of the Parent Partner Program is to level the educational playing field, reduce the achievement gap between Latino and African American students and the general population and ultimately result in more of these students becoming prepared to get into and graduate from college. The Parent Partner Program accomplishes this by working with these students' parents and building up their access to resources and information and creating a culture of college. In order to maximize the number of people we are able to reach and increase the likelihood that our work will result in more parents taking action to support their children's academic success, we employ a promotora (trained peer educator) model, which is most commonly seen in the public health field but has recently begun to be applied in other sectors, including education. Please note: the Projected number of Unduplicated Participants and Average Daily Attendance includes only parents, guardians, and family members.

Name: Family/Community Events

Activity Description: In person events to showcase learning, information, and resources for families. Please note: the Projected number of Unduplicated Participants includes only parents, guardians, and family members.

Budget

Fiscal Year	Budget Amount
2024/25	\$375,000
2025/26	\$386,300
2026/27	\$397,900
2027/28	\$409,800
2028/29	\$422,100
TOTAL	\$1,991,100

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

Contractor Name: America SCORES Bay Area
 Contractor Address: 530 Divisadero Street #741,, San Francisco, CA, 94117
 Activity Description: Enrichment Program: Soccer, athletics and leadership.

Contractor Name: Bay Area Youth Agency Consortium (BAYAC)
 Contractor Address: 171 Carlos Drive, San Rafael, CA, 94903

Activity Description: The Agency will develop AmeriCorps Member positions that are appropriate to the Agency's mission and that provide direct service to the children/ youth served. The positions will focus on the goal of school success through Youth Development, After School Enrichment, Academic Engagement, or Volunteer Coordination.

Contractor Name: Maya R Martinez
Contractor Address: 5239 Claremont Avenue Unit 58, Oakland, CA, 94618
Activity Description: Contractor - Credentialed Teacher for After School Program / Summer Program

Contractor Name: Judy Viertel
Contractor Address: 3040 16th Street8 Winfield Street, San Francisco, CA, 94110
Activity Description: Summer Credentialed Teachers

Contractor Name: The X Kids Club
Contractor Address: 624 Masonic Avenue, San Francisco, CA, 94117
Activity Description: Enrichment Program for After School Program

Contractor Name: Girls Leading Girls
Contractor Address: 3145 Geary Boulevard Number 40, San Francisco, CA, 94118
Activity Description: Enrichment Program for After School Program

Contractor Name: San Francisco Youth Theatre
Contractor Address: 1446 Market Street, San Francisco, CA, 94102
Activity Description: Enrichment Program for after school program: acting, singing, dancing, and leadership development.

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Average Daily Attendance	Average daily attendance as a percentage of program's projected average daily attendance.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix B-4

Program Name: **Sanchez Elementary School Beacon**

Program Description

The Beacon at Sanchez Elementary provides after-school and summer programming, school-day support, and parent engagement through a collaboration of program partners. The Beacon serves as a community center hub providing academic, social, and emotional support to Mission youth and families as they prepare for lives as successful adults. Literacy and Math Support- All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. Project-Based Learning- In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of study and showcases youth's learning. Engaging Enrichment Activities- In addition to staff developing enrichments designed to peak students interest and develop creativity, Mission Graduates partners with organizations dedicated to those ends, including: San Francisco Ballet, San Francisco Youth Theater, Acrosports, Today's Future Sounds, The Marsh Theatre, Abada Capoeira, and Playwell Teknologies (LEGO Robotics). College Readiness- Our programs from kindergarten through senior year ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.

Scope of Work

Services and Projections

Program Operation Dates

<u>Program Start Date</u>	<u>Program End Date</u>
7/1/24	6/30/29

Months Services Will Be Provided

<input checked="" type="checkbox"/> July	<input checked="" type="checkbox"/> October	<input checked="" type="checkbox"/> January	<input checked="" type="checkbox"/> April
<input checked="" type="checkbox"/> August	<input checked="" type="checkbox"/> November	<input checked="" type="checkbox"/> February	<input checked="" type="checkbox"/> May
<input checked="" type="checkbox"/> September	<input checked="" type="checkbox"/> December	<input checked="" type="checkbox"/> March	<input checked="" type="checkbox"/> June

Total Number of Weeks in a Year Services Will Be Provided

46

Days in a Typical Week Program Services Will Be Provided

<input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Tuesday	<input checked="" type="checkbox"/> Thursday	<input type="checkbox"/> Saturday
<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Friday	

Program Projections by Age (Annual)

	<u>5-10</u>	<u>11-13</u>	<u>14-17</u>	<u>18-24</u>
Unduplicated Number of Program Participants to be Serviced Annually	260	20	0	0

Total Unduplicated Participants: 280

Projected Services

Group Activities

Name:	Afterschool Program
Activity Description:	Beacon afterschool program focuses on 4 key areas- literacy development, electives/enrichments, project-based learning, and college readiness. All lesson plans incorporate the elements of literacy development: speaking, listening, reading, and writing infused throughout program. Using the Common Core Standards, all staff implement games and activities to reinforce, develop, and increase students' mathematical understanding and skills. In addition to staff developing enrichments designed to peak students interest and develop creativity, Mission Graduates partners with organizations dedicated to those ends, including: Mission Graduates partners with organizations dedicated to those ends, including: America SCORES, JCC San Francisco, Root Division, Marsh Theater, Mission Science Workshop, and SF Youth Theatre. In our programs we design and deliver project-based learning and sequenced intentional learning activities to reinforce and supplement the learning happening during the school day. All lessons are part of a unit, and a culminating class, program, or family event marks the end of a unit of study and showcases youth's learning. Our programs from kindergarten through senior year ensure that we are developing college-going expectations and building a college-going culture in the school communities we partner with. We build college aspirations through events and activities that inspire and prepare our students for all post-secondary college paths.
Name:	Summer Program
Activity Description:	Mission Graduates Summer program focuses on 5 key areas- literacy development, electives/enrichments, STEM, project-based learning, and field trips. Through these 5 areas we provide an engaging and fun learning environment for students to reinforce school year learning and socially interact with one another. Every students is able to learn new skills, engage in physical activities everyday, participate in community circles, and participate in learning centers that deepen their learning.
Name:	School Day Lunch Clubs
Activity Description:	Beacon staff provide an array of school day programming, focusing on three core areas- academic support, support groups and clubs, and lunch activities. The Beacon in this cycle will be responsible for implementing a range of clubs designed to develop students' pride in their identity- such as a Black Student Union. The Beacon also implements lunch specific programming and activities.

Activities Without Personal Information

Name:	School Day Supports
Activity Description:	Beacon staff will provide Lunch Clubs, Wellness support, as well as school day push-ins. During lunch clubs, Beacon staff provide and array of school

day programming, focusing on three core areas- academic support, support groups and clubs, and lunch activities. The Beacon also is responsible for implementing a range of clubs designed to develop students' pride in their identity- such as the Black Student Union, the La Raza/Sueno Latino Club, and Hip Hop lunch club. The Beacon also implements lunch specific programming and activities. During school day push-ins, The Beacon will provide several ways to support the academic efforts of the school day, including push-in/pull-out targeted academic interventions, reading buddy programs, and study halls. During Wellness support, Beacon staff will be providing behavioral and wellness supports for students

Name:	Parent Partner Program
Activity Description:	The objective of the Parent Partner Program is to level the educational playing field, reduce the achievement gap between Latino and African American students and the general population and ultimately result in more of these students becoming prepared to get into and graduate from college. The Parent Partner Program accomplishes this by working with these students' parents and building up their access to resources and information and creating a culture of college. In order to maximize the number of people we are able to reach and increase the likelihood that our work will result in more parents taking action to support their children's academic success, we employ a promotora (trained peer educator) model, which is most commonly seen in the public health field but has recently begun to be applied in other sectors, including education. Please note: the Projected number of Unduplicated Participants and Average Daily Attendance includes only parents, guardians, and family members.
Name:	Family/Community Events
Activity Description:	In person events to showcase learning, information, and resources for families. Please note: the Projected number of Unduplicated Participants includes only parents, guardians, and family members.

Budget

Fiscal Year	Budget Amount
2024/25	\$430,000
2025/26	\$442,900
2026/27	\$456,200
2027/28	\$469,900
2028/29	\$484,000
TOTAL	\$2,283,000

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

Contractor Name: America SCORES Bay Area
Contractor Address: 530 Divisadero Street #741, San Francisco , CA, 94117
Activity Description: Enrichment Programs: Soccer, Athletics, leadership, and academic support

Contractor Name: The X Kids Club
Contractor Address: 624 Masonic Avenue, San Francisco, CA, 94117
Activity Description: Enrichment Contractor for After School Program

Contractor Name: Playball San Francisco LLC
Contractor Address: 423 Buel Avenue, Pacifica, CA, 94044
Activity Description: Enrichment Program for After School Program

Contractor Name: Girls on the Run of the Bay Area
Contractor Address: 3543 18th Street, Suite 31, San Francisco, CA, 94110
Activity Description: Enrichment Program for After School Program

Contractor Name: Community Initiatives / Mission Science Workshop
Contractor Address: 1000 Broadway Suite 480, Oakland, CA, 94607
Activity Description: Enrichment Program for After School Program

Contractor Name: Girls Leading Girls
Contractor Address: 3145 Geary Boulevard Number 402, San Francisco, CA, 94118
Activity Description: Enrichment Program for After School Program

Contractor Name: San Francisco Youth Theatre
Contractor Address: 1446 Market Street, San Francisco, CA, 94102
Activity Description: Enrichment Program for After School Program

Contractor Name: Mayra Diaz
Contractor Address: 861 Valencia Street, Apt 2, San Francisco, CA, 94110
Activity Description: Credentialed Teacher for After School Program / Summer Program

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Average Daily Attendance	Average daily attendance as a percentage of program's projected average daily attendance.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix B-5

Program Name: Mission HS/O'Connell HS/June Jordan SE Summer Program

Program Description

Mission Graduates oversees the development of a higher education-going culture and offers a wide range of college & career services and clubs that support students' leadership development, cultural education & pride, and artistic expression at Mission and John O'Connell High Schools. These efforts occur as part of an embedded interdisciplinary team at each high school.

Scope of Work

Services and Projections

Program Operation Dates

Program Start Date
7/1/24

Program End Date
6/30/29

Months Services Will Be Provided

<input checked="" type="checkbox"/> July	<input checked="" type="checkbox"/> October	<input checked="" type="checkbox"/> January	<input checked="" type="checkbox"/> April
<input checked="" type="checkbox"/> August	<input checked="" type="checkbox"/> November	<input checked="" type="checkbox"/> February	<input checked="" type="checkbox"/> May
<input checked="" type="checkbox"/> September	<input checked="" type="checkbox"/> December	<input checked="" type="checkbox"/> March	<input checked="" type="checkbox"/> June

Total Number of Weeks in a Year Services Will Be Provided

42

Days in a Typical Week Program Services Will Be Provided

<input type="checkbox"/> Sunday	<input checked="" type="checkbox"/> Tuesday	<input checked="" type="checkbox"/> Thursday	<input type="checkbox"/> Saturday
<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Friday	

Program Projections by Age (Annual)

	<u>5-10</u>	<u>11-13</u>	<u>14-17</u>	<u>18-24</u>
Unduplicated Number of Program Participants to be Serviced Annually	0	0	35	0

Total Unduplicated Participants: 35

Projected Services

Group Activities

Name:	Academic & Enrichment Programming
Activity Description:	Mission High School's Future Center will operate the after school college and career programming. The Future Center will be open for drop-in college application and financial aid support, and college rep visits, cram jams, and other events and workshops focused on higher education and career exploration. Additionally, we offers a wide range of clubs that support students' leadership development, cultural education & pride, and artistic expression.

Name:	Academic & Enrichment Programming
-------	-----------------------------------

Activity Description:

John O'Connell's College and Career Center will operate the after school college and career programming. The C&C Center will be open for drop-in college application and financial aid support, and college rep visits, cram jams, and other events and workshops focused on higher education and career exploration. Additionally, we offers a wide range of clubs that support students' leadership development, cultural education & pride, and artistic expression.

Activities Without Personal Information

Name: Special Events and Celebrations

Activity Description: Schoolwide events for special events and celebrations.

Name: Special Events and Celebrations

Activity Description: Schoolwide events for special events and celebrations.

Budget

Fiscal Year	Budget Amount
2024/25	\$80,000
2025/26	\$82,400
2026/27	\$84,900
2027/28	\$87,400
2028/29	\$90,000
TOTAL	\$424,700

The Department may, at its sole discretion, allow Grantee to transfer up to 20% of the estimated program budget to other programs funded through this agreement (if any). In no circumstance will the Maximum Amount of Grant Funds contained in Section 5.1 change given an allowed transfer.

Subcontractors

None

Performance Measures

Timeframe	Name	Performance Measure	Target
FY2024-2029	Youth Actuals vs. Projections	Number of participants served as a percentage of the program's projected number of participants.	90%+
FY2024-2029	Program Quality Assessment (PQA)	Grantee participates in Program Quality Assessment (PQA) process.	Yes - Participated in PQA Process
FY2024-2025	SEL Plan	Grantee participates in SEL trainings.	Yes - participated in trainings
FY2025-2029	SEL Plan	Grantee identifies a plan for incorporating social-emotional learning into their programs and practices.	Yes - Has an SEL Plan
FY2024-2029	Average Daily Attendance	Average daily attendance as a percentage of program's projected average daily attendance.	85%+
FY2024-2029	Caring Adult	Percent of surveyed participants or caregivers who report that participants have an adult in the program who understood and really cared about them.	75%+
FY2024-2029	Agency Health	Fiscal health of grantee agency based on DCYF's Fiscal and Compliance Monitoring efforts.	Strong

Grantee is required to administer participant surveys or other evaluation instruments to examine these performance measures. The Department maintains sole discretion as to the performance standards required by this agreement, and may amend them as deemed appropriate at any time during the grant term.

Should Grantee not meet one or more performance standards, it will be provided a performance improvement plan in order to regain compliance. Performance improvement plan elements may include consultation with the Department, participation in technical assistance, performance measure amendment, and other supportive measures. Extreme or prolonged periods of noncompliance may result in termination of this agreement.

Appendix C--Form of Funding Request

Grantee is to use the Contract Management System (CMS) for the purpose of requesting Funds (invoicing). CMS is accessible online at <https://www.contracts.dcyf.org>.

Appendix D--Interests In Other City Contracts

SEE APPENDIX B FOR WORK PLAN'S SECTION "OTHER CITY FUNDS"

Appendix E--Permitted Subgrantees

SEE APPENDIX B FOR WORK PLAN'S SECTION "SUBCONTRACTORS"

Appendix F – Insurance Waiver

NONE



San Francisco Department of Children, Youth, & Their Families

Contracts: Mission Graduates & BACR

Board of Supervisors
Budget and Finance Committee Meeting

November 20, 2024



Contracts for approval

In August 2023, DCYF issued a Request for Proposals (RFP) for the 2024-2029 funding cycle.

The contracts with **Mission Graduates and Bay Area Community Resources** require Board approval, as the not to exceed amount is over \$10M.

- **File 241061:** July 1, 2024 - June 30, 2029, with a not to exceed amount of \$10,717,300
- **File 241101:** July 1, 2024 - June 30, 2029, with a not to exceed amount of \$16,806,000

Mission Graduates

Award for FY 24-25

Bessie Carmichael Beacon	\$475,000
Everett Middle School Beacon	\$475,000
Flynn Elementary School Beacon	\$375,000
Mission HS/O'Connell HS/June Jordan SE Summer Program	\$80,000
Sanchez Elementary School Beacon	\$430,000

Bay Area Community Resources

Award for FY 24-25

A Home Away From Homelessness	\$250,000
A.P. Giannini Beacon	\$525,000
Bret Harte Beacon	\$500,000
Hoover Beacon	\$500,000
Latino Task Force After School	\$250,000
Paul Revere Beacon	\$450,000
Summer Learning	\$414,000

Thank you!



www.dcyf.org



Maria Su, Psy.D.
Executive Director



London Breed
Mayor

MEMO

Date: September 30, 2024

To: Budget and Finance Committee

From: The Department of Children, Youth and Their Families

Re: **Explaining the Retroactive Need for the 2024-2029 Mission Graduates' All Children And Youth Are Ready To Learn And Succeed In School Contract**

The Department of Children Youth and Their Families (DCYF) awarded a contract to Mission Graduates' Bessie Carmichael Beacon, Everett Middle School Beacon, Flynn Elementary School Beacon, Sanchez Elementary School Beacon, and Mission HS/O'Connell HS/June Jordan SE Summer Program through a Request for Proposal for the 2024-2029 funding cycle in the Result Area All Children And Youth Are Ready To Learn And Succeed In School. Due to all the necessary review and scheduling processes, the Department is requesting for this resolution to be retroactive to cover the full 5-year cycle. 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 #: 241061

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
Loren Newquist	628-554-5184
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
CHF Children, Youth and Their Families	loren.newquist@dcyf.org

5. CONTRACTOR	
NAME OF CONTRACTOR Mission Graduates	TELEPHONE NUMBER 415-864-5205
STREET ADDRESS (including City, State and Zip Code) 3040 16th Street, San Francisco, CA 94103	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 241061
DESCRIPTION OF AMOUNT OF CONTRACT \$10,717,300		
NATURE OF THE CONTRACT (Please describe) <p>Mission Graduates four programs in the result area Children And Youth Are Ready To Learn And Succeed In School: 1) Bessie Carmichael Beacon Program provides academic supports and enrichment activities at Bessie Carmichael K-8 School. 2) Everett Middle School Beacon Program provides academic supports and enrichment activities at Everett Middle School. 3) Flynn Elementary School Beacon Program provides academic supports and enrichment activities at Leonard Flynn Elementary School. 4) Sanchez Elementary School Beacon Program provides academic supports and enrichment. 5) Mission HS/O'Connell HS/June Jordan SE Summer Program provides summer learning program 5 days a week for 4 hours a day over 8 weeks.</p>		

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	Costa	Luis	Board of Directors
2	Hunter	Carol	Board of Directors
3	Galindo	Alberto	Board of Directors
4	Castaneda	Joey	Board of Directors
5	Herrera	Sergio	Board of Directors
6	Hooker	Sarah	Board of Directors
7	Kemp	Brian	Board of Directors
8	Mahoney	Naomi	Board of Directors
9	Sierra Romero	Dominique	Board of Directors
10	Stephens	Rebecca	Board of Directors
11	Stratford	Dennis	Board of Directors
12	Temaji Marroquin	Gilda	Board of Directors
13	Kaufman	Edward	CEO
14	Louie	Anson	CFO
15	Ramsey	Trina	Other Principal officer
16	Guandique	Natalie	Other Principal officer
17			
18			
19			

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
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I 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

October 1, 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 Mission Graduates in Support of the Programs Bessie Carmichael Beacon, Everett Middle School Beacon, Flynn Elementary School Beacon, Sanchez Elementary School Beacon, and Mission HS/O'Connell HS/June Jordan SE Summer Program

Dear Ms. Calvillo:

Enclosed for the Board of Supervisors' consideration and approval, please find a proposed Board Resolution requesting approval of the grant agreement with Mission Graduates in support of the following programs: Bessie Carmichael Beacon, Everett Middle School Beacon, Flynn Elementary School Beacon, Sanchez Elementary School Beacon, and Mission HS/O'Connell HS/June Jordan SE Summer Program.

The total not to exceed amount of this grant agreement is \$10,717,300. 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