

**Expanded Learning Opportunities Program
(School Year 2022-2023)
Acton - Agua Dulce Unified School District
With SandSar Inc.**

This agreement is made by Sandsar Inc., hereinafter referred to as CONTRACTOR, and the Acton-Agua Dulce Unified School District located at 32248 Crown Valley Road, Acton CA 93510, hereinafter referred to as DISTRICT.

The DISTRICT and CONTRACTOR collectively hereinafter referred to as PARTIES acknowledge and agree that the State, the County, and/or other governmental agencies and entities with competent jurisdiction may, subsequent to the Effective Date, issue new, additional or revised mandatory orders, guidance, or laws regarding the COVID-19 public health emergency. The PARTIES responsibility for tracking and implementation of and compliance with any and all COVID-19 Orders, whether existing as of the Effective Date or issued thereafter shall be adhered to by the CONTRACTOR. Further, the PARTIES acknowledge and agree that, if and to the extent necessary, and to the extent possible without obviating the underlying intent of the agreement, at CONTRACTOR's request, they shall reasonably cooperate in adjusting the terms of this agreement to accommodate future COVID-19 Orders.

1. TERMS OF AGREEMENT

This agreement shall be effective for the school year of 2022-2023, as indicated in Exhibit A.

2. PURPOSE

CONTRACTOR agrees to perform services for DISTRICT as follows: CONTRACTOR will recruit, staff, and operate the ELOP for the School Year of 2022-2023, hereinafter called ELOP.

CONTRACTOR agrees to work in collaboration with the DISTRICT in accordance with the assurances of the ELOP grant.

3. CONTRACT AMOUNT

DISTRICT shall pay as full compensation for said services to CONTRACTOR One Hundred Thirty-Three Thousand Two Hundred Seventy (\$133,270.00). Payment for services is due upon DISTRICT's receipt of CONTRACTOR's invoice for services payable in four installments: (i) \$33,317.50 upon DISTRICT's signing of this agreement and (ii) \$33,317.50 on or before October 1st, 2022, (iii) \$33,317.50 on or before February 1st, 2023, and (iv) \$33,317.50 on or before June 1st, 2023.

4. TERMINATION

DISTRICT may by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and following a reasonable opportunity to cure. Upon receipt of such notice, CONTRACTOR shall: Immediately discontinue all services affected and Deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by CONTRACTOR of such notice.

In the event that the County Department of Health, the County Office of Education, or the State of California presents information relative to the COVID-19 outbreak that the DISTRICT determines may put students or staff at risk of infection, the DISTRICT has the right to postpone or cancel the ELOP Program at any time at no cost to the DISTRICT. The CONTRACTOR also has the right to determine risk, and has the right to postpone or cancel the ELOP Program. CONTRACTOR Staff will be compensated for hours of service provided up to the point of postponement or cancellation.

5. INSURANCE

CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall name Acton-Agua Dulce Unified School District as additional insured and shall maintain limits of insurance no less than:

- (i) Commercial or Commercial General Liability insurance to include the following coverage; premises/operations, products/completed operations (when applicable), contractual, personal injury, broad form property damage, with limits of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.
- (ii) Worker's Compensation Insurance and Employer's Liability Insurance, as required by the Labor Code of the State of California and Employer's Liability Limits of \$1,000,000 per accident.

CONTRACTOR shall furnish DISTRICT with original endorsements. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by DISTRICT before work commences. As an alternative to DISTRICT'S forms, CONTRACTOR'S insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. The CONTRACTOR, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operation under this contract are concerned.

6. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold the DISTRICT and its agents harmless from and against any and all liability, loss, expense (including attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, in proportion to and to the extent that such liability, loss, expense, and claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents or employees. DISTRICT shall defend, indemnify, and hold CONTRACTOR, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the Performance of this Agreement, in proportion to and to the extent that such liability, loss, expense and claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents, or employees.

7. ELOP PROGRAM

CONTRACTOR'S program shall be described in Scope of Work (Exhibit A, B, C). The school administrator and personnel will collaborate with CONTRACTOR to develop performance objectives and program expectations for the ELOP Program. DISTRICT will provide basic supplies and materials to CONTRACTOR to support the program.

CONTRACTOR shall maintain and adhere to its written procedures for responding to parent complaints.

If CONTRACTOR provides services on DISTRICT public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. Seq., and DISTRICT procedures regarding visitors to school campuses specified by the DISTRICT, and the procedures of the campus being visited.

8. MONITORING

CONTRACTOR shall allow access by DISTRICT for periodic monitoring. DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

9. PERSONNEL

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice(hereinafter referred to as "DOJ") and clearance from the Federal Bureau of investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, prior to service with any DISTRICT student. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, shall not come in contact with DISTRICT students until DOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to DISTRICT that none of its employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, who may come into contact with DISTRICT students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237 (h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the DISTRICT pursuant to the requirements of the ELOP Program. In addition, CONTRACTOR shall make a request for subsequent arrest service from the DOJ as required by California Penal Code section 11105.2.

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified in the area in which the individuals are providing after school services and/or individualized instruction, and meet the specifications as set out in the ELOP grant assurances. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or is otherwise qualified to provide the service, as required by the ELOP grant.

10. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student health and safety.

CONTRACTOR shall submit within 24 hours by mail, any accident or incident report to the DISTRICT. CONTRACTOR shall submit accident or incident reports pursuant to the procedures specified by the ELOP Program.

CONTRACTOR hereby agrees that all staff members are familiar with and agree to adhere to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. CONTRACTOR must develop and/or maintain a written child abuse reporting procedure.

CONTRACTOR assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to the requirement for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the ELOP Program.

COVID SUBSECTION

Section 10.1 General **COVID-19 Related Requirements.** In connection with the ELOP services, the CONTRACTOR shall be responsible, at no cost to the DISTRICT, for compliance with any and all COVID-19 orders, regardless of whether those are in effect as of the effective date or take effect thereafter. In addition, the CONTRACTOR shall indemnify, hold-harmless, and defend the DISTRICT with respect to any and all liabilities arising from: (i) the failure by the CONTRACTOR to fully and satisfactorily comply with any COVID-19 order; and/or (ii) the COVID-19 related infection, injury, or death of any CONTRACTOR employee, volunteer or other staff member providing services pursuant to this agreement. In the event that the County Department of Health, the County Office of Education, or the State of California presents information relative to the COVID-19 outbreak that the DISTRICT determines may put students or staff at risk of infection, the DISTRICT has the right to postpone or cancel the essential worker program at any time at no cost to the DISTRICT. The CONTRACTOR also has the right to determine risk, and has the right to postpone or cancel the ELOP Program. CONTRACTOR Staff will be compensated for hours of service provided up to the point of postponement or cancellation.

Section 10.2 Specific **COVID-19 Related Requirements**. The DISTRICT will deep clean all DISTRICT areas/pods at the end of each day. The CONTRACTOR, using DISTRICT provided supplies, shall thoroughly clean and sanitize, during frequent intervals, throughout the day as specified in any applicable COVID-19 order. The CONTRACTOR will deep clean all CONTRACTOR locations using their custodial staff with DISTRICT provided cleaning supplies. In addition, the CONTRACTOR shall ensure that:

Section 10.3 Personal Protective Equipment. The DISTRICT, at its cost, shall provide to the CONTRACTOR the PPE (to include gloves, face shields, goggles, "surgical" face masks, or similar equipment designed to protect the wearer from injury or help prevent the wearer exposure to infection by COVID-19) that is reasonably required for use, in connection with ELOP program. In the event the DISTRICT is unable to timely purchase and provide any PPE requested by the CONTRACTOR, the PROVIDER, shall be responsible for seeking and obtaining sufficient alternative PPE, and then bill back the DISTRICT for the cost.

11. FINANCIAL

CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing, specified by the ELOP Program.

CONTRACTOR shall maintain daily registers for each site served by CONTRACTOR that identifies each DISTRICT student served by CONTRACTOR. Original daily registers shall be completed by the relevant CONTRACTOR'S site supervisor and shall be available for review, inspection or audit by DISTRICT during the Term and for a period of five (5) Years thereafter. CONTRACTOR shall provide an overall accounting of DISTRICT student attendance each month for meeting State requirements.

CONTRACTOR shall submit invoices and related documents to DISTRICT for payment as specified Section 3 of this Agreement.

Payment shall be made to CONTRACTOR within thirty (30) days after DISTRICT'S receipt of invoices prepared and submitted as specified by the ELOP Program. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by DISTRICT. DISTRICT shall pay properly submitted rebilling invoices no later than ninety (90) days after the date a completely corrected re-billing invoice is received by DISTRICT.

12. REPORTING REQUIREMENTS

In performing the Services, CONTRACTOR'S part-time employees and representatives report to CONTRACTOR'S full-time employee. CONTRACTOR shall report to the following DISTRICT contact person(s):

Primary Contact name: Ahsan Mirza

Title/Role: Superintendent of Business Services

Phone: (661) 269-0750

Email: amirza@aadusd.k12.ca.us

In performing the Services, CONTRACTOR'S employees and representatives shall communicate to DISTRICT and DISTRICT representatives using various communication methods, including but not limited to telephone, mail, facsimile, or electronic mail, and DISTRICT and DISTRICT representatives agree to accept such communications. To determine the effectiveness of the CONTRACTOR programming, resources or services CONTRACTOR may issue surveys and other program evaluation measurements, in accordance with DISTRICT policies and procedures and DISTRICT agrees to participate in these surveys and program evaluations.

13. DISPUTES

In the event of a dispute or claim arising out of or relating to the contract, both parties agree to engage in mediation prior to seeking legal relief.

If either party brings an action or proceeding in order to enforce the provisions of this contract, each party shall bear the cost of its own attorney's fees. The prevailing party in any such proceeding shall be entitled to recover such initial costs, in addition to other reasonable costs, as an item of damage and/or recoverable cost.

14. GOVERNING LAW

This contract shall be governed by the laws of the State of California both as to interpretation and performance.

15. FINGERPRINTING REQUIREMENTS

During the entire term of this Contract, the CONTRACTOR shall fully comply with its provisions of Education Code 45125.1 (Fingerprinting Requirements).

16. COMPLIANCE:

The CONTRACTOR shall conduct the program in compliance with all current and applicable laws and regulations.

17. INTERPRETATION

Should interpretation of this contract, or any portion thereof, be necessary, it is deemed that this contract was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that said party prepared the contract or caused it to be prepared. The captions and headings of the various sections of the contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

18. INDEPENDENT CONTRACTOR STATUS

This contract is by and between DISTRICT and CONTRACTOR and is not intended, and shall not be construed by the aforementioned parties or any third parties, to create the relationship of principal or agent, officer, employee, partnership, joint venture or any other business or legal association with DISTRICT and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services on behalf of CONTRACTOR pursuant to this contract are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not of DISTRICT. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation

benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

19. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be made in writing and signed by the authorized representatives of the DISTRICT and CONTRACTOR.

20. EDUCATION CODE

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the DISTRICT until approved or ratified by motion of the governing board duly passed and adopted.

IN WITNESS HEREOF, THE PARTIES CAUSED THIS CONTRACT TO BE DULY EXECUTED

-DISTRICT- Acton-Agua Dulce School District	-CONTRACTOR- Sandsar Inc.
BY:	BY:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A, B, C
SCOPE OF WORK

Exhibit A
Summary of Work

1. Services: CONTRACTOR agrees to perform services for DISTRICT as follows: CONTRACTOR will recruit, staff, and operate the ELOP for Summer 2022 and School year 2022-2-23. CONTRACTOR will create and provide a high quality skill building program to meet the grant Assurances, Program Plan, Quality and Continuous Quality Improvement Standards. In addition, CONTRACTOR will provide professional development for all ELOP employees.

2. Term: School Year 2022-2023 (180 days)

3. Hours: Program Hours
Before School Care:

4. Locations: Acton Campus
32248 Crown Valley Road, Acton CA 93510

5. Rooms: DISTRICT and CONTRACTOR have identified rooms at the location

6. Enrollment: 30 students in grades TK-2nd grades

7. Staffing: CONTRACTOR will provide the below-listed positions to operate ELOP .

Program Leaders/Instructors - conduct pre and post testing, provide targeted instruction, collect and maintain data, implement enrichment activities, monitor and record attendance, provide meals, and supervise students.

Safety Monitor/Floater - to conduct temperature checks, check-in/out students, accompany students to and from the restroom, sanitize surfaces and general student supervision.

Intervention Specialist - to create the program components of an Early Literacy Reading Program focused on first and second grade students. Work includes professional development, modeling “how to”, coaching, and using iReady data to identify and target reading learning gaps.

Site Coordinator - to oversee all aspects of programming.

Program Director - to oversee the program in its entirety.

Exhibit A
School Year Daily Schedule

Schedule	Activity	Notes
7:30 - 8:15 AM	Before School Care	PL's Do Check-in
8:15 AM	Walk students to school bus	
2:30 PM	Staff Prep Time	KT & Check-in & PL's arrive 2:45PM
3:00 - 3:30 PM	Good Things, Social Contract (CKH), PBIS Wash Hands Snack	
3:30 - 3:50 PM	P.E.	
3:50 - 4:20 PM	Literacy Intervention Begins Story Book	
4:20 - 4:50 PM	Small Group A/ Independent Work	
4:50 - 5:20 PM	Small Group B/ Independent Work	PL's Do Check Out
5:20 - 6:00 PM	Enrichment Launch Dismissal Clean Up	