School Smarts Parent Engagement Program Agreement

This Agreement is made this 3rd of June, 2019, and is by and between the California State PTA and San Leandro Unified School District ("School District").

RECITALS

WHEREAS, the School District, its school site(s) and the California State PTA share the common purposes of increasing parent and family involvement; promoting inclusiveness; equipping parents to engage in their own child's education and at their school in meaningful ways; and in developing and supporting parent leaders; and

WHEREAS, to advance these shared purposes, the School District and California State PTA desire to enter into an agreement to provide the School Smarts Parent Engagement Program (the "Program") at one or more school site(s) within the School District; and

WHEREAS, the Program includes a seven-session Parent Academy based on a curriculum developed by California State PTA leaders, parents and educators and is rooted in the National Standards for Family-School Partnerships; and

WHEREAS, the California State PTA represents itself able and willing to perform the services required by the School District and school site(s) to deliver the Program.

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. TERM OF THE AGREEMENT

The Agreement shall become effective beginning July 1, 2019 and shall terminate on June 30, 2020, or upon completion of all the services described in Appendix A, **"Description of Program Services,"** attached hereto and incorporated by reference as though fully set forth herein.

2. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective when both parties have signed this Agreement and have in their possession a signed copy of the Agreement.

3. DESCRIPTION OF SERVICES

California State PTA agrees to provide services to the School District as identified in Appendix A, **"Description of Program Services."** The School District and participating school site(s) agree to participate in the Program by meeting the criteria as described in Appendix B, **"Description of Program Participation,"** attached hereto and incorporated by reference as though fully set forth herein.

4. COMPENSATION

The School District agrees to compensate California State PTA in the total amount of $27,600, based upon the services described in Appendix A, and at the rate of $3,075 per returning PTA participating school site and $4,075 per non-PTA returning participating school sites. Payment shall be made no later than 60 days after the effective date of this Agreement. California State PTA will invoice the School District.

The amount of $27,600 represents the full amount that the School District will compensate California State PTA. School District will not compensate for any additional travel or other expenses associated with the performance or duties, with the exception of any expenses that are described in Appendix B, or are mutually agreed upon and that are authorized in advance and in writing by the School District.

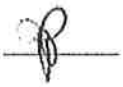
5. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between the School District and California State PTA or its agents and employees.

6. CRIMINAL BACKGROUND CHECKS

The California State PTA hereby certifies to the School District that its employees, representatives, subcontractors, agents, and volunteers who are associated with the Program (collectively referred to as "California State PTA Personnel") will have no contact or limited contact with pupils of the School District. For purposes of this Agreement, "limited contact with pupils" exists when goods or services are delivered by California State PTA Personnel (a) directly to a non-classroom location at the school site(s); (b) before or after school hours; (c) when school is not in session, such as on a weekend, holiday, vacation break; and/or (d) only one to three times in a year and not pursuant to a yearly service contract.

The School District hereby finds and determines that the California State PTA and the California State PTA Personnel will have no contact or limited contact with the pupils of the School District and are thereby exempt from the fingerprinting and criminal background checks otherwise required by Educational Code Section 45125.1. Education Code Section 45125.1(d) authorizes a school district to make such a determination when a vendor's employees have no contact or limited contact with pupils.

Initial: 

7. INDEMNIFICATION

California State PTA agrees to indemnify, defend, and hold harmless School District and its governing board members, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of the California State PTA and its directors and officers, or the California State PTA Personnel, in the performance of this Agreement, or in proportion to the comparative fault of California State PTA, its directors and officers, or the California State PTA Personnel. California State PTA's obligation to indemnify

School District and its governing board members, officers, employees, and agents, is not limited to CAPTA's insurance coverage, but rather is unlimited and applies to all indemnified losses and damages incurred by School District and its governing board members, officers, employees and agents.

School District agrees to indemnify, defend, and hold harmless California State PTA and its directors and officers, and the California State PTA Personnel, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of School District or School District's governing board members, officers, employees, and agents, in the performance of this Agreement, or in proportion to the comparative fault of School District or School District's governing board members, officers, employees, and agents. School District's obligation to indemnify California State PTA and its directors and officers, and the California State PTA Personnel, is not limited to School District's insurance coverage, but rather is unlimited and applies to all indemnified losses and damages incurred by California State PTA and its directors and officers, and the California State PTA Personnel.

8. INSURANCE

Each party hereto shall maintain throughout the term of this Agreement general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement by such party. All such insurance shall be equivalent to the coverage offered by a commercial general liability policy and shall include, without implied limitation, personal injury and contractual liability coverage for the performance of the indemnity provisions set forth in this Agreement. The policies shall include endorsements naming the other party as additional insured. Each party shall, upon request, provide the other party with a certificate of insurance satisfactory to the requesting party, which shall include originals of the endorsements that name the other party as an additional insured. Each party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

9. NON DISCLOSURE/PROPRIETARY INFORMATION

The School District understands and agrees that, in its participation under this Agreement or in contemplation thereof, both parties may have access to private or confidential information that may be owned or controlled by the other party and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the other party. The School District understands that California State PTA retains the sole ownership and copyright of all Program materials and curriculum, and that it may not be reproduced without the written permission of the California State PTA executive director. Both the School District and California State PTA understand and agree that the disclosure of such information may violate state and/or federal law and may subject the party to civil liability. Consequently, both parties agree that all information disclosed by the other party shall be held in confidence and used only in performance of the Agreement.

10. TERMINATION

It is expressly understood and agreed that, although this Agreement terminates on June 30, 2020, it may be terminated for any cause prior to such time by either party. In the event a party decides to terminate this Agreement, that party shall provide the other party with thirty (30) days prior written notice of said termination. In the event this Agreement is terminated by either party pursuant to this section, the School District shall compensate California State PTA for all services performed or sub-contracted for, up to the effective date of the termination.

11. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered as follows:

For SCHOOL DISTRICT:	James Parrish III Director, Family & Student Support Services San Leandro Unified School District 835 East 14th Street San Leandro, CA 94577 Telephone: (510) 667-6226 Email: jparrish@slusd.us
For California State PTA:	Colleen Cadwallader Director of Grants and Funding California State PTA 2327 L Street Sacramento, CA 95816 Telephone: (916) 440-1985, ext. 119 Email: ccadwallader@capta.org

12. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

13. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of compensation, shall only be effective upon proper approval and execution of a duly authorized written amendment to this Agreement.

14. REMEDY FOR AGREEMENT INTERPRETATION

Should a question arise as to the meaning and intent of this Agreement, the School District and California State PTA shall attempt to resolve the matter in good faith prior to pursuing any other legal remedy.

15. GOVERNING LAW

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

16. SECTION HEADINGS

The section headings contained herein are for convenience in reference.

17. ENTIRE AGREEMENT

The entire agreement between the parties is included herein and no warranties expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

18. COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile signatures shall constitute original signatures.

19. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have respectively caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

California State PTA

By: ~~Sherry Skelly Griffith~~ Dianna MacDonald
Title: ~~Executive Director~~ President
Date: 6/11/2019

San Leandro Unified School District

By: James Parish III
Title: Director, Family & Student Support Services
Date: 6/4/19

By: Mike McLaughlin, Ed.D.
Title: Superintendent
Date: 6/4/19

APPENDIX A

School Smarts
Description of Program Services

July 1, 2019 – June 30, 2020

PERFORMANCE BY CALIFORNIA STATE PTA

During the term of this agreement, California State PTA and its employees and agents agree to exert all reasonable efforts to perform and/or provide the following for each site participating as part of the "On-going" package:

- An initial consultation by a California PTA School Smarts team member with school and/or district leaders to assess current family engagement goals and activities.
- ~~*A facilitator stipend of $850,~~ a one-day facilitator training, sample lesson plans, facilitator handbook and additional web-based facilitator support and resources.
- A class set of 15 professionally developed and printed curriculum and materials available in multiple languages**; additional curriculum are available for purchase for larger class sizes.
- Pre- and post-academy surveys and data to measure program effectiveness, report of outcomes and demonstrate progress towards LCAP objectives.
- Direct guidance and support from designated regional coordinator and state-level School Smarts team members/PTA leaders to assist sites, including forming a site Steering Committee and planning the Academy and graduation.
- Access to online resources, training videos and best practices for a successful program implementation.
- ~~Customizable printed materials shipped to the school site to encourage participation in the campus-wide engagement event and promote the Parent Academy. (New Site Only)~~
- ~~A $400 Parent Engagement Night (PEN) stipend for initial parent engagement event expenses. (New Sites Only)~~
- Art kit that contains all art materials necessary to complete lesson-plan activities for participants.
- Certificates for graduates and guidance/best practices for post-academy engagement.
- ~~School Smarts banner for participating school site and recognition as a California PTA School Smarts school (New Site Only.)~~
- Access to School Smarts support center team for technical assistance.
- Access for steering committee members, facilitators and site participants to the School Smarts network and recognition as a California PTA School Smarts school.

California State PTA will collaborate with the School District to deliver the School Smarts program at 8 sites which include, Garfield Elementary, James Madison Elementary, Jefferson Elementary, McKinley Elementary, James Monroe Elementary, Roosevelt Elementary, Wilson Elementary and Washington Elementary at a total cost of $27,600.

*Fully executed facilitator agreements and mandatory training, for designated School Smarts sites, must be completed prior to School Smarts program implementation. California State PTA reserves the right to postpone a School Smarts program until all contractual requirements and obligations have been completed.

**Currently available languages are English, Spanish, Chinese, Arabic, Tagalog and Vietnamese

*** If a non-PTA site charters a PTA within a year, $1,000 will be refunded.

APPENDIX B

School Smarts
Description of Program Participation

July 1, 2019 – June 30, 2020

To achieve optimal results in the delivery of the School Smarts parent engagement program, collaboration is necessary among the school district, school site(s), California State PTA, and the unit, council and district PTAs.

Each of the groups listed above share the common purposes of increasing parent and family involvement; promoting inclusiveness; equipping parents to engage in their own children's education and at their school in meaningful ways; and developing and supporting parent leaders.

To advance these shared purposes, all of the parties above agree to work together in providing the School Smarts parent engagement program. The program involves a seven-session Parent Academy based on a curriculum developed by PTA leaders, parents and educators and rooted in the National Standards for Family-School Partnerships; it also features interactive arts lessons to help participants learn and to help foster a sense of community. The program may also include a campus-wide parent engagement event as well as post-Academy activities to promote ongoing parent involvement at the school.

The School District and its participating school site(s) agree to exert all reasonable efforts to provide the following:

- Assemble a site steering committee that includes but is not limited to the principal (or principal's representative), a teacher, parent group representative, ELAC representative (where applicable) and representatives from various parent communities at the school. This committee will coordinate planning for the campus-wide parent engagement event and the seven-session Parent Academy.

- Through the committee and/or other means, actively publicize the parent engagement event (if held) and the Parent Academy to encourage participation by a wide range of parents and family members at the school;

- At the engagement event and at each of the seven Parent Academy sessions, coordinate, provide for and ensure that each of the following is provided**:
    - Light meals/snacks and beverages are provided for attendees;
    - Child care/babysitting;
    - Interpreter(s) and interpretation equipment as needed by the participants
    - Space on campus for event, academies and childcare

- Custodial service as needed
- (Optional) Additional on-site school staff assigned to support logistics & planning

- Encourage participation in all pre- and post-academy evaluations or surveys that are conducted as part of the School Smarts program;

- Encourage recognition for graduates in the school and/or district newsletter, website and at a school board meeting; and

- Ensure all facilitators complete agreements and training prior to program implementation.

*Fully executed facilitator agreements and mandatory training, for designated School Smarts sites, must be completed prior to School Smarts program implementation. California State PTA reserves the right to postpone a School Smarts program until all contractual requirements and obligations have been completed.

** NOTE: Based on research, the above items are critical best practices to the success of the School Smarts program. California State PTA is available to provide guidance to PTAs, schools and districts about how they can best support the local costs and utilize resources in their community. **The expenses for these activities are the sole responsibility of the School District, school site and/or local PTAs, and not the California State PTA.**