



Board Agenda Item #	Agenda III B
Date:	February 9, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Gokhan Serce, Principal
RE:	Ratification of Agreement for MSA – SD After School ASES Program

Proposed Board Recommendation

I move that the board grants approval to Dr. Young, CEO and Superintendent of MPS to sign the MOA for MSA – SD After School ASES Program with YMCA of San Diego County (YMCA).

Background

MSA-SD has been receiving after school program grant and services through San Diego Unified School District (SDUSD.) In Jan 2016 SDUSD informed MSA-SD that the district would no longer be providing PrimeTime before/after school services at Magnolia in 2016-17 school year as MSA-SD’s fiscal agent, however the After School Education and Safety (ASES) funds that fund the program would remain allocated to Magnolia either through SDCOE or directly. In order to continue to receive these funds to offer a before/after school program, MSA-SD contacted San Diego County Office of Education (SDCOE). After switching to SDCOE, MSA-SD needed an agreement with the after school service provider YMCA of San Diego County (YMCA). The term of this agreement is July 1, 2016 through June 30, 2017. YMCA has been MSA-SD’s after school service provider for the past five years

Budget Implications

ASES is a state grant and needs to be disbursed in compliance with the California ED Code. The fiscal agent reimburses MSA-SD for the expenses occurred by the YMCA. All income and expenses are budgeted accordingly.

Founding Source

ASES grant money through SDCOE consortium

CFO Approval

Approved

How Does This Action Relate/Affect/Benefit All MSAs?

No perceived effect on other MSAs.

Name of Staff Originator:

Gokhan Serce, Principal

Attachments

Memorandum of Agreement - After School Education & Safety (ASES) Program

MSA-San Diego ASES Subcontractor Attachment

MEMORANDUM OF AGREEMENT
After School Education & Safety (ASES) Program

This Agreement for the After School Education and Safety Program (ASES) is entered into this 1st day of July 1, 2016 by and between the **Magnolia Public Schools** (herein known as “Magnolia” or “Magnolia Science Academy-San Diego”) and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7. Failure to comply with the following grant rules, regulations, and policies may result in denial of the remaining grant amount and an invoice from the Magnolia to YMCA of San Diego County for up to the entire grant amount allocated for the ASES Program. Any invoice from the California Department of Education (CDE) to Magnolia due to YMCA of San Diego County’s failure to comply with grant rules, regulations and policies will result in the YMCA of San Diego County reimbursing the full invoice amount(s), not to exceed the entire grant amount allocated to YMCA of San Diego County for the ASES program, to Magnolia within 30 days of submission of such invoice(s).

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 pm for a minimum of 15 hours per week, and on every “regular school day” and any day that students attend and instruction takes place.
2. For After School Programs, provide program services for a minimum of three hours and at least up to 6:00 p.m. every regular school day. For Before School Programs, provide program services for a minimum of 1 1/2 to 2 hours every school day as stipulated in the individual application.
3. Elementary students should participate every day that the after school component operates. Middle school and/or junior high school students should participate a minimum of nine (9) hours a week and three (3) days a week to accomplish ASES After School Program goals.
4. Establish a policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating dates, times, and reasons for the late arrival.
6. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A)**. California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:
 - i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions:(I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant.(II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.

- ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.
- iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

2. Web-Based Attendance and Daily Attendance Accountability Requirements.

1. In FY 16/17 YMCA of San Diego County receiving ASES funds must implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
2. YMCA of San Diego County must fully utilize the “*Automated Card Scanning*” capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
3. Use the web-based attendance system’s card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System*.
5. In addition, YMCA of San Diego County must monitor on a weekly basis that all student sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.

3. Staffing Requirements:

1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1 at all ASES sites.
2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school/charter or district.
3. YMCA of San Diego County shall be solely responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
4. YMCA of San Diego County must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at the school site.
5. YMCA of San Diego County must reserve the right to accept or reject the assignment of any personnel and the right to remove him/her from YMCA of San Diego County’s premises.

4. State Mandated Data and Evaluation Requirements:

1. YMCA will collaborate with school/charter to disseminate statewide evaluation process as determined by the CDE and provide all required information.
2. YMCA will respond to additional surveys or other methods of data collection that may be required throughout the duration of the program.
3. Both charter/school and YMCA will collaborate to ensure timely and accurate collection of data required to conduct the ASES program evaluations including but not limited to Annual Performance Reports.

5. Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:

1. Allow participation of any student of a participating school regardless of their ability to pay.
2. Upon notification of overpayment of the ASES grant in excess of the grant award amount or request for reimbursement of unexpended ASES grant funds by the CDE, Magnolia or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.
3. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
5. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. School/charter shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both school/charter and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.

7. Budget Restrictions

1. No more than 10% or \$8,100.00 (See YMCA of San Diego County ASES Sub-Contractor 85/15 Attachment 2016-2017) of the grant monies may be used for administrative costs by the YMCA.
2. No more than 5% or \$4,050.00 of 10% administrative costs should be expended on indirect costs by YMCA.
3. The YMCA must expend at least 85% or \$68,850.00 of grant funding in direct services for pupils.
4. Funds must supplement, not supplant, existing services. Programs cannot use ASES funds to pay for existing levels of service.

8. Program Matching Funding Requirements.

1. YMCA of San Diego County will provide 10 percent in in-kind matching funds.
2. Magnolia will provide matching funds for facilities and space usage not to exceed 25 percent of total ASES grant match requirement.

3. State categorical funds for remedial education activities may not be used to fulfill match requirements.
- 4.

9. Additional ASES Program Operation Requirement.

1. Both school/charter and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Region 9 Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Operate the After School Education and Safety Program (ASES) to improve academic achievement and provide safe and healthy recreation and prevention activities for students at qualified school sites.
4. Commit resources to ensure the delivery of integrated, age-appropriate ASES programs.
5. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
6. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet needs of school and/or community.
7. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
8. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by school/charter or YMCA of San Diego County to enrolled pupils.
9. District/charter shall collaborate with YMCA to provide snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
10. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
11. Each partner in the application will share responsibility for the quality of the program.
School/charter and YMCA will partner to conduct continuous quality improvement process.
12. School/charter and YMCA will collaborate and coordinate with the regular school day program.
13. School/charter is responsible to ensure the YMCA of San Diego County access to safe, clean, and supportive indoor/outdoor space at participating school site to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
14. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to school/charter policy.
15. Each ASES funded site will be responsible for the development of a FY 2016-17 After School Program Plan as part of the San Diego ASES program Consortium. The District's ASES Program Plan template has been provided by the Region 9 Technical Assistance Center (RTAC).
16. Magnolia staff will review the ASES program plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, identified district program changes based on grant reduction or new sites.
17. Each site ASES Program plan will identify FY 2016-2017 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
18. Ensure that ASES staff attends district wide, regional, and district training opportunities designed

to maximize program effectiveness.

19. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School Administrative Program Support Center (ASC) and the Children's Initiative.
20. Work with staff from RTAC, the After School Administrative Support Center (ASC), and the Children's Initiative to review site visitation and technical assistance reports and plan for continuous program improvement.
21. School/district and YMCA of San Diego County will ensure the proper record keeping and documentation of program activities and the timely submission of all required reports. Reports delegated to YMCA of San Diego County by school/district charter shall be given at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. All statutes and regulations applicable to each program under which state funds are made available through this application will be met by the District in its administration of each site program. The district will follow its program plans as specified by the agency application.
2. YMCA of San Diego County will make reports to Magnolia as necessary to enable Magnolia to perform its duties and will maintain such records and provide access to those records as Magnolia deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
3. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public. (California Public Records Act, Government Code Section 6250 et seq.)
4. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
5. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
6. The grantee shall use these funds in accordance with the approved application.
7. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
8. If an ASES program site stops program operations, Magnolia will bill the agency for the amount of the overpayment. If payment is not received within three months of the billing invoice date, any overpayment will be withheld from the next payment to the district.
9. YMCA of San Diego County shall provide financial expenses monthly to school/charter. Magnolia shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) as required to CDE.

FAILURE TO SUBMIT INTERIM REPORTS AS REQUIRED MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT. FAILURE TO SUBMIT AN ANNUAL EXPENDITURE REPORT WITHIN THREE MONTHS OF THE REPORTING DATE MAY RESULT IN DENIAL OF THE REMAINING GRANT AMOUNT.

FAILURE TO SUBMIT A FINAL EXPENDITURE REPORT WITHIN SIX MONTHS OF THE

REPORTING DATE WILL RESULT IN A BILLING FROM THE CDE FOR THE ENTIRE AMOUNT OF ANY GRANT FUNDS ADVANCED AND POSSIBLE REDUCTION OF ANY SUBSEQUENT YEARS' GRANT (S).

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the ASES Program (ASES) grant, the term of this Agreement shall be July 1, 2016 through June 30, 2017.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

Magnolia shall reimburse funds to YMCA of San Diego County as available, and within 30 days of invoice for expenses submitted from YMCA of San Diego County. Annual total ASES allocation(s) shall not exceed * \$76,950.00 for YMCA of San Diego County.

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The districts inability to expend the total grant award by the June 30, 2017 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid YMCA of San Diego County if determined such findings or compliance issues were result of failure to provide contracted services agreed upon by both parties and/or stated in signed MOU.

12. YMCA OF SAN DIEOG COUNTY & MAGNOLIA CONTACT PERSONS

YMCA of San Diego County Contact:

Magnolia Science Academy Contact:

Baron Heredlin-Doherty
YMCA of San Diego County
President & CEO
3708 Ruffin Rd.
San Diego, CA 92123
858-292-9622 x 141

13. CONFIDENTIALITY

1. This agreement, all communications and information obtained by YMCA of San Diego County from Magnolia relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of Magnolia, YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by

law or otherwise, YMCA of San Diego County shall inform the Magnolia, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from Magnolia for any purpose other than the performance of this agreement, without Magnolia's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to Magnolia all written materials constituting or incorporating any communications or information obtained from the Magnolia. Upon Magnolia's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.
3. YMCA of San Diego County may disclose to any subcontractor, or Magnolia approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, YMCA of San Diego County shall obtain the subcontractor's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to Magnolia.
4. YMCA of San Diego County represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this agreement without the prior written approval of the Magnolia.
5. YMCA of San Diego County obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by Magnolia hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the Contractor. Reports generated will reflect aggregated data. No individual responses will be used. Contractor is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of Magnolia.

Contractor agrees to all of the following:

(a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from Magnolia in the performance of this Agreement to any other Subcontractor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Notwithstanding any other provisions of law, any school district, including Magnolia, superintendent of schools, may participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or districts as to information or records which are non-privileged, and where release is authorized as to the requesting agency under state or federal law or regulation, if each of the following requirements are met:

- 1) Each agency and school district shall develop security procedures or devices by which unauthorized personnel cannot access data contained in the system.
- 2) Each agency and school district shall develop procedures or devices to secure privilege or confidential data from unauthorized disclosure.
- 3) Each school district shall comply with access log requirements of Section 49064.
- 4) The right of access granted shall not include the right to add, delete, or alter data without the written permission of the agency holding the data.
- 5) An agency or school district may not make public or otherwise release information on an individual contained in the database where the information is protected from disclosure or release as to the requesting agency by state or federal law or regulation.

(c) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, Magnolia may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Magnolia may, by written notice to YMCA of San Diego County, terminate this agreement in whole or in part at any time, for Magnolia's convenience. Upon receipt of 60 days' notice, YMCA of San Diego County shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
 - (2) Deliver to Magnolia all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.
2. If the termination is for the convenience of the Magnolia, YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval by the school/charter, Magnolia shall pay YMCA of San Diego County the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.
3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of Magnolia provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Magnolia may, by written notice to YMCA of San Diego County, terminate this agreement in

whole or in part at any time because of the failure of YMCA of San Diego County to fulfill its contractual obligations. Upon receipt of such notice, YMCA of San Diego County shall:

- (1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- (2) Deliver to Magnolia all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

2. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, Magnolia may take over the services, and complete the services by contract or otherwise. In such case, YMCA of San Diego County shall be liable to Magnolia for any reasonable costs or damages occasioned to Magnolia there- by.

17. INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of Magnolia.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, defend, and to indemnify Magnolia, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or YMCA of San Diego County shall sign and file with Magnolia the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

20. NON-FUNDING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, Magnolia will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of

the Agreement with Magnolia, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

22. INSURANCE REQUIREMENTS

YMCA of San Diego County must ensure that it shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability	Bodily Injury and	\$ <u>1,000,000</u>
Comprehensive form -	Property Damage	Amount
Products/Completed		
Operations		

YMCA of San Diego County shall file, with Magnolia, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **Magnolia Science Academy-San Diego** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

24. COMPLIANCE WITH LAW

YMCA of San Diego County shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the Magnolia Principal and YMCA of San Diego County President/CEO.

26. TOBACCO-FREE FACILITY

Magnolia is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The YMCA of San Diego County shall determine the Contractor/Provider's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

The Contractor/Provider will have "**limited contact**" with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1. Prohibit Contractor/Provider's employees from using student restroom facilities,
2. Perform work when school is not in session,
3. Provide security patrols or supervision,
4. Restrict Contractor/Provider's employees' access to site grounds, and/or
5. Provide badges or other visible means of Contractor/Provider's identification.

X The Contractor/Provider will have "**greater than limited contact**" with pupils and the Contractor/Provider shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The Contractor/Provider shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.
2. The Contractor/Provider has **certified in writing** to the YMCA of San Diego County that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

By (Authorized Signature)

Date

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

MAGNOLIA SCIENCE ACADEMY

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

By (Authorized Signature)

Magnolia Science Academy

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date:

Date:

Federal I.D. #: 95-2039

YMCA of San Diego County
Magnolia Science Academy-FY17 ASES 85/15 Sub Contractor Attachment

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	1620.00	2.00%	0	0.00%	1620.00	2.00%
Magnolia Science Academy	0	0.00%	2,430.00	3.00%	0	0.00%	2,430.00	3.00%
YMCA of San Diego County	4050.00	5.00%	4,050.00	5.00%	68,850.00	85.00%	76,950.00	95.00%
Total Costs Retained	4,050.00	5.00%	8,100.00	10.00%	68850.00	85.00%	81,000.00	100.00%