Agreement for After School Program

This Agreement ("Agreement") is made and entered into effective July 30, 2025, by and between the Leroy Greene Academy, a political subdivision of the State of California (hereinafter referred to as "District"), and Sacramento Chinese Community Service Center, Inc. District and Program Host collectively referred to as "Parties." The purpose of this Agreement is for the implementation of the Expanded Learning Opportunity Program ("ELO-P"). It is understood by and between the parties that the implementation of this Agreement is contingent upon continued funding received by District from the California Department of Education.

RECITALS

A. Whereas the California Legislature enacted the ELO-P, which provides local educational agencies ("LEAs") the opportunity to provide funding for afterschool and summer school enrichment programs for students; and

B. Whereas, as part of its implementation of the ELO-P, District determined to partner with community entities to provide an afterschool program with a focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences in accordance with ELO-P ("Program").

C. Whereas, Program Host is able to provide such Program.

AGREEMENT

NOW, THEREFORE IT IS MUTUALLY AGREED between District and Program Host as follows:

1. **Term of Agreement.** The term of this Agreement shall commence August 7th, 2025, and terminate on June 30, 2026. Either District or Program Host may terminate this Agreement for convenience upon *sixty* (60) days prior written notice to the other Party. In addition to and without limiting the above, if, through any cause, either Party fails to perform a material term or obligation under this Agreement, the other Party shall have the right to terminate this Agreement by giving *sixty* (60) days prior written notice of such termination.

2. **Location.** Program Host will utilize and operate the Program at designated District school sites ("Facility"). Program Host will operate the Program at *Leroy Greene Academy*, in the City of Sacramento, County of Sacramento ("Facility").

3. **Program Hours.** The Program Host will operate the after-school Program at the designated District Facility/Facilities, Monday through Friday through 6:00 p.m. during the regular school year (180 school days). Program start times may vary based on a school's end-of-day bell schedule and by grade level, including minimum-day schedule and early dismissal schedule - the intent to offer a minimum of 9-hour day in alignment with the ELO-P requirements. Both parties may agree to amend the agreement to include intersession program hours during winter break, spring break, and summer break to be

paid at prorated per student amount. The amendment will be in writing and will follow all ELO-P requirements outlined in this agreement.

4. **Program/Use Fee.** District will pay Program Host for the services rendered during the Program as defined and incorporated in the attached "Fee Structure". (See Exhibit A.)

5. **Services.** District and Program Host are provided in the attached "Scope of Services", Exhibit B.

6. **Independent Contractor.** In the performance of this Agreement, Program Host shall be and acknowledges that Program Host is in fact and law, an independent contractor and not an agent or employee of District. Program Host has and retains the right to exercise full supervision and control over the manner and methods of performing its duties and obligations under this Agreement. Program Host retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Program Host in its performance under this Agreement. With respect to Program Host's employees, Program Host shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether Federal, State or local, and compliance with any and all other laws regulating employment.

7. **Indemnification and Hold Harmless.** Program Host shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of or connected with, the performance by Program Host, the Program Host Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Program Host's obligations under this Agreement, including, but not limited Program Host 's or the Program Host Parties' performance of the Services, Program Host's or the Program Host Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. Program Host's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against District arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of District. The indemnification provided for in this section also includes any claims that may be made against the District by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims make against District alleging civil rights violations by Program Host under the California Fair Employment and Housing Act. This indemnification obligation shall continue beyond

the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

8. **Insurance.** Program Host shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than $1,000,000 each occurrence and $5,000,000 in the aggregate (including sexual abuse/molestation coverage, either by separate policy or by an endorsement to the commercial general liability policy); (ii) commercial automobile liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq*. Certificates indicating the required coverages shall be delivered to District. All insurance policies shall include an endorsement stating that District is a named additional insured. All of the policies shall provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement effective immediately.

District shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than $1,000,000 for each occurrence and $5,000,000 in the aggregate (including sexual abuse/molestation coverage, either by separate policy or by an endorsement to the commercial general liability policy); (ii) commercial automobile liability insurance with limits not less than $1,000,000 each occurrence and $2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Certificates indicating the required coverages shall be delivered to Program Host. All insurance policies shall include an endorsement stating that Program Host is a named additional insured. All of the policies shall provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Program Host. If such a notice is not given or even if Program Host receives a notice, Program Host may, at its sole option, terminate this Agreement.

9. **Warranties.** Each party represents and warrants that: (a) It has secured and will secure all rights and licenses necessary for its performance of this Agreement; (b) That its performance or any part of its performance of this Agreement, will not infringe upon or violate any right or interest of any third party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by either party; (c) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement in violation of state or federal law; and (d) It has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way District's and Program Host's performance of this Agreement.

10. **Notices.** Any and all notices relating to this Agreement shall be sufficient if personally served upon the District at the following address:

Heather Brown
Associate Superintendent/Chief Business Official
Natomas Unified School District
1901 Arena Blvd
Sacramento, CA 95834
Telephone: (916) 567-5400
Email: heatherbrown@natomasunified.org

Any and all notices relating to this Agreement shall be sufficient if personally served upon the Program Host at the following address:

Sacramento Chinese Community Service Center, Inc.
420 I Street, Suite 5
Sacramento, CA 95814
Telephone: (916) 612-8954
Email: henry@sccsc.org

11. **Fingerprinting/Criminal Background Investigation Certification.** The Program Host and its employees shall at all times, and at no cost to the District, comply with the fingerprinting and criminal background investigation requirements of the California Education Code. Program Host shall ensure that prior to the provision of services under the Responsibilities of the Program Host that the results of those background checks and fingerprints reveal that none of the Program Host's employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. The Program Host shall maintain on file information confirming that its employees have passed fingerprinting and criminal background investigation requirements of the Education Code. Program Host further agrees and acknowledges that if at any time during the Term, the Program Host learns or becomes aware of additional information which differs in any way from the representations set forth above, or the Program Host adds personnel, the Program Host shall immediately notify the District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and the District determines whether any contact is permissible. Program Host will comply with District requirements for proof of compliance with this requirement. (See Exhibit C.)

12. **Tuberculosis Certification.** The Program Host and its employees shall at all times, and at no cost to District, comply with tuberculosis ("TB") certification requirements of Education Code section 49406. Program Host shall maintain on file the certificates showing that its employees were examined and found free from active TB within the last four (4) years. These forms shall be regularly maintained and updated by the Program Host and shall be available to District upon request or audit. Program Host further agrees

and acknowledges that all new personnel hired after the Effective Date of this Agreement by the Program Host are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and the District determines whether any contact is permissible.

13. **Drug and Smoke-Free.** The Program Host shall ensure that there is no consumption or possession of drugs, alcohol, and/or tobacco products at any time during the Program, other than those items which are necessary for a student or employee's disability as permitted by law and District policies.

14. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. The Parties agree that they shall comply with all legal requirements for the performance of duties under this Agreement, including, but not limited to the requirements of the ELO-P.

15. **Non-Discrimination.** There shall be no unlawful discrimination in the performance or implementation of this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

16. **Dispute Resolution.** District and Program Host shall use their best efforts to mutually resolve any disputes which may arise between the parties relating to this Agreement. The Parties understand and acknowledge that using their best efforts to mutually resolve any dispute may include meeting with the other Party to discuss grievances; not making assumptions without speaking to the other Party; not making unilateral decisions on how to resolve a grievance; and using good faith efforts to come to an amicable resolution. If there is no resolution to the dispute following the Parties' best efforts, either District or Program Host may file an action in a court of law.

17. **Governing Law.** District and Program Host agree that the provisions of this Agreement will be construed in accordance with the laws of the State of California. Venue shall be the Superior Court of the State of California of and for the County of Sacramento.

18. **No Authority to Bind.** It is understood that neither Party, in its performance of any and all duties under this Agreement, has authority to bind the other Party to any agreements or undertakings with respect to any and all persons or entities with whom such Party deals in the course of its business.

19. **Modifications.** This Agreement may be modified or amended only by the written agreement of District and Program Host. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duty executed by District and Program Host.

20. **Assignment.** Neither Party shall assign any right, title, or interest it may acquire by reason of this Agreement, except after first obtaining the written consent of the other Party.

21. **Records and Audit.** Program Host shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Program Host shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

22. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 of the Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of Program Host relating to this Agreement.

23. **Signature Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized by such Party to execute and deliver this Agreement on behalf of such Party and that this Agreement is binding upon the Party in accordance with its terms.

24. **Counterparts.** This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

25. **Student Health Records.**
Program Host is required to request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment, pursuant to Education Code section 8483.4(d).

IN WITNESS WHEREOF, the parties have hereunto set hands on the day and year first above written.

NATOMAS UNIFIED SCHOOL District

By: _____ Date: _____
Heather Brown
Associate Superintendent/Chief Business Official

By: _____ Date: _____
Henry Kloczkowski
Executive Director

Exhibit A
Fee Structure

1. District shall pay Program Host on a monthly basis as follows:

Natomas Unified School District
Expanded Learning Programs 2025-2026
Leroy Greene Site Budget

Name of organization:	Sacramento Chinese Community Service Center, Inc.
Project Period	08/14/2025-5/29/2026; 40 Students
Total Operating Cost:	$133,982.11
Total Grant Cost:	$122,482.11

A. PERSONNEL COSTS						
1. Job Title	Number of Staff	Hourly Rate	Hours / Day	Days		TOTAL
Program Manager	1	$25.00	8	214		$42,800.00
ASP Team Leaders	3	$19.00	3.25	206		$38,161.50
						$0.00
		Wage				
Program Coordinator	0.05	$90,000.00				$4,500.00
					Personnel Salaries and Wages:	$85,461.50
2. Fringe Benefits						TOTAL
Health and Welfare Benefits:	Number of Staff	Per F/T Staff	Months			
Program Coordinator	0.125	$1,100	11			$1,512.50
Program Manager	1	$1,100	11			$12,100.00
Employer Paid Taxes:						
Social Security	7.65% of Salaries					$6,537.80
Worker's Comp	3.00% of Salaries					$2,563.85
Unemployment Insurance	4.40% of Salaries					$3,760.31
					Total Taxes and Insurance:	$26,474.46
					A. Sub Total of Personnel Expenses: (1 +2)	$111,935.96

B. Supplies and Mileage				
1. Supply Purchases	Cost / Month	Months		Total
Enrichment	$150.00	10		$1,500.00
2. Mileage				
Mileage	$50.00	10		$500.00
			B. TOTAL SUPPLIES AND MILEGE EXEPSNES (1 +2)	$2,000.00

C. Other Costs						
1. Indirect Costs						TOTAL
Executive Diredtor, Associate Director, Accounts Payable, Recruitment Manager, Audit, Insurance	10% of personnel Salaries					$8,546.15
					C. OTHER COSTS	$8,546.15

D. Match Funding		
Supplemental Providers		Total
Girl Scouts of Central California		$7,500.00
US Soccer Foundatioon, Soccer for Success		$3,000.00
Sacramento Republic FC, Community Program		$1,000.00
	D. TOTAL MATCH FUNDING	$11,500.00

E. TOTAL GRANT COST (A+B+C))	$122,482.11

F. TOTAL OPERATING COST (A+B+C+ D)	$133,982.11

2. Program Host must submit a *monthly* invoice to District, including attendance records for each student. District shall pay the Program Host invoice within 60 days of receipt of the monthly invoice, provided it contains sufficient reasonable documentation as determined by District.

3. The contract total for Program Host services to be provided under this Agreement shall not exceed $122,482.11 for the 2025-26 school year for Program ("Total Fee") unless a mutual amendment is approved for additional seats and associated costs. Any work performed by Program Host in excess of the Total Fee shall not be compensated.

Exhibit B
Scope of Services

The Agreement will cover operation by Program Host of an afterschool program pursuant to the ELO-P. The ELO-P focuses on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences.

District 's Duties.

i. District will provide "Super Snack", a USDA At-Risk Child and Adult Care Food Program supper meal, every day to every student. "Super Snack" is in conformance with the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program.

ii. District shall provide a Program calendar of the days the Program will operate.

Program Host's Duties.

i. **Program:** Program Host shall provide and be responsible for administering the Program in accordance with the ELO-P requirements. The Program Host will operate the after-school program at the designated District Facility/Facilities, Monday through Friday through 6:00 p.m. during the regular school year (180 school days). Program start times may vary based on a school's end-of-day bell schedule and by grade level, including minimum-day schedules; the intent is to offer a minimum of 9-hour days in alignment with the ELO-P requirements at the following school sites:

Leroy Greene Academy will host approximately *40* students for a total of *40* students.

[**]*LGA and the provider may mutually agree to increase the number of seats at each site based on LGA need and provider ability through an authorized amendment.*

ii. **Enrollment.** Program Host shall enroll only District students and give priority enrollment in the Program to District students who are in the unduplicated pupil category. The unduplicated pupil category, currently includes foster students, low socioeconomic status students, English learner students, and homeless students.

iii. **Supervision and Records.** Program host shall provide and be responsible for the adequate and proper supervision of students during involvement in the Program. Program Host will be responsible for maintaining evaluation data, attendance forms, and other relevant Program documentation as needed by the Program, as approved by District. Program Host will submit such documents to District on a monthly basis.

Program Host, in addition, will align supervision schedules in conjunction with program ELO-P Enrichment Providers that will serve at similar times at the program site. For example, a Program Host Team Lead will supervise a cohort of program students attending an Enrichment Provider activity/program. This supervision includes all program time, from start to end to ensure students are actively supervised throughout the programs. Program Host will provide the NUSD ELO-P Program Lead a detailed supervision schedule routinely.

Program Host, in addition, and on a limited basis, will provide non-participating students who are enrolled only in Enrichment Provider programs, not the Program Host program, supervision at the end of the Enrichment Provider operating day for student safety purposes. NUSD will notify parents of the requirement to pick up students at the end of the Enrichment Provider Program. In most cases, parents will pick-up non-participating students. This additional supervision requirement may occur on a limited basis, or not at all, and will be re-examined at the end of each month with the NUSD program lead, to consider any necessary contract adjustments (number of staff necessary, cost, etc.).

iv. **Confidentiality.** Program Host will maintain the confidentiality of, and protection from unauthorized disclosure, any and all confidential individual student information received from District, if any, including but not limited to student names and other identifying information. Program Host shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Program Host shall turn over to District all confidential student information, if any, in its possession and obtained in the performance of this Agreement.

v. **Meals.** Program Host shall be responsible for serving meals to students during the Program in accordance with applicable laws, including food safety laws. Program Host and staff will be responsible for following sanitary food safety practices when serving food to the students.

vi. **Staffing Levels.** Program Host will comply with staffing requirements of ELO-P, which currently are approximately one (1) staff per twenty (20) students in first through sixth grade, and one (1) staff per ten (10) students in TK through kindergarten. The total level of staffing is based upon the number of students participating in the Program.

vii. **Meeting Participation.** Contractor will participate in technical assistance, training, orientation, meetings and other support and resource development activities provided by the District and collaborative partners in conducting program planning, implementation, and evaluation. These include required regular meetings with the school principal or other identified designee to ensure collaboration with the school vision. Contractor staff will participate in meetings facilitated by the District's Chief Academic Office to address program quality, program improvement and general troubleshooting. Contractor agrees to participate in two mandatory professional developments organized by the CAO office the week school starts.

viii. **After-School Program Content and Requirement.** Program Host will provide a program in compliance with applicable laws, including by not limited to, Education Code sections 46120 *et seq*, 8483.4 and 8482.3, this includes, but is not limited to providing:

a. All staff members who directly supervise students meet the minimum qualifications for an instructional aide, pursuant to District Board Policy/Administrative Regulation 4222. All Program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and District policy for school personnel and volunteers in the school District.

b. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas:
    i. language arts,
    ii. mathematics,
    iii. history and social sciences,
    iv. computer training,
    v. science.

c. An educational enrichment element that may include, but not be limited to:
    i. fine arts,
    ii. career technical education,

iii. recreation,
iv. physical fitness, *and Social Emotional Learning (SEL)*
v. prevention activities.

d. Program Host will provide planned and age-appropriate recreational activities for students registered for the Program.

e. Program Host will provide all materials, supplies, and equipment related to the Program.

ix. **After-School Program Personnel and Volunteer.** Program Host will be responsible for coordinating all matters regarding personnel. Program Host employees will meet qualifications that ensure "highly qualified" status, in compliance with California Education Code and aligned to District policy.

x. **Student Attendance/Enrollment Reports.** Program Host will submit District a monthly attendance/enrollment report of the students who participate in the Program.

xi. **Safety on/off Campus After School.** Program Host and District are committed to promoting the safety of all District students. Program Host and District will work collaboratively to develop a modified plan for execution during the after-school program that is aligned to the Crisis Response Plan and/or School Safety Plan used by the District.

xii. **Requests for Change in Scope of Services.** Requests for operational changes initiated by District must receive approval by Program Host. Requests must be submitted to the Program Host in writing prior to implementing any changes in Program operation. Operational changes may include, but are not limited to the following:

a. Increasing student Program capacity
b. Increasing/decreasing number of operational Program days
c. Increasing/decreasing Program hours
d. School site locations to conduct Program

Exhibit C

Fingerprinting Notice and Acknowledgement for Contracts Other Than Construction Contracts

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a District or school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code, § 45125.1(a).) You shall do the same for any other employees as directed by District. (Education Code, § 45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code, § 45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code, § 45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code, § 45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code, § 45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the

District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code, § 45125.1(h).)

I, Henry Kloczkowski, as Executive Director of Sacramento Chinese Community Service Center, Inc., have read the foregoing and agree that Sacramento Chinese Community Service Center, Inc. will comply with the requirements of Education Code, § 45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to

commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or being within the vicinity of District pupils.

Entity Name: Sacramento Chinese Community Service Center, Inc.
Date of Entity's Contract with District: August 4, 2025
Scope of Entity's Contract with District: Leroy Greene Academy

I, Henry Kloczkowski, am the Executive Director for Sacramento Chinese Community Service Center, Inc. ("Entity"), which entered a contract on (DATE), with the Natomas Unified School District.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____
Typed Name: Henry Kloczkowski
Title: Executive Director
Entity: Sacramento Chinese Community Service Center, Inc.