



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: September 1, 2016

Subject: Approval of Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Family & Community Engagement; Safe, Clean & Healthy Schools

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Kimberly Teague, Contract Specialist

Approved by: José L. Banda, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
A17-00024 California Department of Education	7/1/15 – 6/30/16: Early Intervention Grant to be used for Early Education Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities, and their families.	\$139,420 No Match
<u>YOUTH DEVELOPMENT</u>		
A17-00020 California Department of Education	<p>7/1/16 – 12/31/17: Three (3) 21st Century Community Learning Centers, Elementary and Middle - Core Grants; and Three (3) After School Safety and Enrichment for Teens Core Grants. Program components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide expansion of number of students served at elementary school sites, summer enrichment, and before school programs at several sites. This program compliments the After School Education and Safety Core programs at the following sites:</p> <p><u>Elementary:</u> A.M. Winn, Bowling Green, Bret Harte, Caroline Wenzel, Cesar Chavez, Earl Warren, Elder Creek, Ethel I. Baker, Ethel Phillips, Golden Empire, Hollywood Park, Isador Cohen, John Bidwell, John Still, John Sloat, Leataata Floyd, Martin L. King, Nicholas, O.W. Erlewine, Pacific, Parkway, Peter Burnett, Rosa Parks, Tahoe, William Land, and Woodbine.</p> <p><u>Teens:</u> American Legion, C.K. McClatchy, Health Professions, Hiram Johnson, John F. Kennedy, Luther Burbank, Rosemont, Sacramento Charter.</p>	<p><u>Elementary:</u> \$1,174,588 \$1,171,968 \$385,612 Total = \$2,732,168 No Match</p> <p><u>Teens:</u> \$997,468 \$359,296 \$250,000 Total = \$1,606,764 No Match</p>
A17-00021 California Department of Education	7/1/16 – 12/31/17: Six (6) 21 st Century Community Learning Centers – Family Literacy Grants. Funds provide for family literacy programs at Bowling Green, Bret Harte, Cesar Chavez, Earl Warren, Elder Creek, Ethel I. Baker, Ethel Phillips, Golden Empire, Hollywood Park, Isador Cohen, John Sloat, John Still, Leataata Floyd, Martin L. King, Nicholas, Pacific, Peter Burnett, Rosa Parks, Tahoe, William Land, Woodbine, American Legion, C.K. McClatchy, Health Professions, Hiram Johnson, John F. Kennedy, Rosemont, and Sacramento Charter.	<p>\$220,000 \$140,000 \$100,000 \$100,000 \$40,000 \$20,000 Total = \$620,000 No Match</p>
A17-00022 California Department of Education	7/1/16 – 12/31/17: Three (3) 21 st Century High School After School Safety and Enrichment for Teens (ASSET) – Equitable Access Grants. Funds provide for supplementing the core grant program at American Legion, Health Professions, Luther Burbank and Rosemont High Schools by helping local programs participate in community learning and providing exposure for high school students to communities for higher learning.	<p>\$50,000 \$25,000 \$25,000 Total = \$100,000 No Match</p>

A17-00023 California Department of Education	7/1/16 – 6/30/17: After School Education and Safety (ASES) Program Grant. Components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide safe and constructive alternatives for students at 47 elementary, middle and K-8 school sites. <u>Sites:</u> Abraham Lincoln, A.M. Winn, Bowling Green, Bret Harte, Camellia, Cesar Chavez, David Lubin, Earl Warren, Edward Kemble, Elder Creek, Ethel I. Baker, Ethel Phillips, Fr. K.B. Kenny, Golden Empire, H.W. Harkness, Hollywood Park, Hubert Bancroft, Isador Cohen, James Marshall, John Bidwell, John Cabrillo, John Sloat, John Still, Leataata Floyd, Mark Twain, Martin L. King, Nicholas, Oak Ridge, O.W. Erlewine, Pacific, Parkway, Peter Burnett, Pony Express, Rosa Parks, St. Hope PS7, Susan B. Anthony, Tahoe, Theodore Judah, William Land, Woodbine, Albert Einstein, California, Fern Bacon, Kit Carson, Rosa Parks, Sam Brannan, and Will C. Wood.	\$6,298,497 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ADULT EDUCATION

SA17-00006 California Fire Fighter Joint Apprenticeship Committee	7/1/16 – 6/30/17: Agreement for Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Business and Education Center. Apprenticeship funding for RSI is provided by California Department of Education for 49,974 hours at \$5.71 per hour. The district retains 10% of the revenue generated by attendance in the program.	\$285,352 Adult Education Funds
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SAFE SCHOOLS

SA17-00142 City of Sacramento Police Department	7/1/16 – 6/30/18: Two year agreement with the City of Sacramento Police Department to assign eight (8) City Police Officers and one (1) Supervising Sergeant to provide security services at various District school campuses. The Police Officers, also known as "School Resource Officers" (SRO's), will maintain a highly visible and open presence on each campus to encourage positive student interaction. Each officer will closely monitor the various functions within the school and youth community and work with staff in identifying problem areas with a focus on long-term solutions. SRO's may respond to any campus where security is required. Six SRO's will be assigned to American Legion, C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, and Rosemont High Schools; two SRO's will be floaters for all other school sites.	Year One = \$1,250,305 Year Two = \$1,284,460 Total = \$2,534,765 General Funds
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SPECIAL EDUCATION

SA17-00079 Eaton Interpreting Services	7/1/16 – 6/30/17: Deaf interpreting services for students as requested by the Special Education Department.	\$99,225 Special Education Funds
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SUPERINTENDENT

SA17-00065 SMUD	7/1/16 – 6/30/17: Employee Loan Agreement (Final Year of a Three-Year Agreement) between SMUD and SCUSD regarding Sam Starks. Mr. Starks was initially loaned to SCUSD to serve as Executive Director of Pathways to Success. Mr. Starks' role has since changed to Director of Community Relations, where he works as a liaison to the Sacramento Unified Education Foundation and other district partnerships.	\$119,971 General Funds
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RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0525-402, Outdoor Learning Area & Landscaping at John F. Kennedy High School

Bids received: August 15, 2016

Recommendation: Award to Saenz Landscape Construction Co.

Funding Source: \$80,527.70 – Project Green Funds

BIDDER	BIDDER LOCATION	AMOUNT
Pro Builders	Orangevale	\$143,000
Saenz Landscape Construction Co.	Rancho Cordova	\$80,527.70

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Walker Telecomm, Inc.	E-Rate 18 Wiring Infrastructure Upgrade at 24 School Sites	July 22, 2016

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2016, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Community Colleges Chancellor's Office (CCCCO) to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators; with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2016 through June 30, 2017.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.
2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with the CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 49,974 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with the California Education Code Section 8152. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in the California Education Code, Sections 8150 and 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title I or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CAL-JAC

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in the California Education Code, Section 8153.5, Article 8, Chapter 1, Part 6, Title I.
2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CAL-JAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District
Attn: Susan Lytle-Gilmore, Director
5451 Lemon Hill Avenue
Sacramento, CA 95824

California Firefighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Executive Director
1780 Creekside Oaks Drive
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CAL-JAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Firefighter
Joint Apprenticeship Committee

Gerardo Castillo
Chief Business Officer

Date: _____



Yvonne de la Peña
Executive Director
Date: 8/9/16

AGREEMENT FOR PEACE OFFICER ASSIGNMENT

THIS AGREEMENT ("Agreement") is entered into upon approval and signature of the Parties, by and between the **CITY OF SACRAMENTO**, a municipal corporation and charter City, hereinafter referred to as the "City," and the **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**, a local public entity, hereinafter referred to as the "District." The City and the District hereinafter may be referred to collectively as the "Parties" or in the singular as "Party," as the context requires.

RECITALS

The City and the District have entered into this Agreement with reference to the following facts and circumstances:

- A. The District desires to contract with City for assignment of City Police Officers to provide security services at various District school campuses.
- B. The Parties intend that the City Police Officers assigned to the District will provide a school-based protective services security team.
- C. The parties intend that during the summer vacation period, the City Police Officers will be reassigned from the District school campuses to the City.
- D. The Parties previously entered into an agreement, which expires on June 30, 2016.

AGREEMENT

NOW, THEREFORE, BASED UPON FOREGOING RECITALS WHICH THE PARTIES AGREE TO BE TRUE AND CORRECT, IT IS MUTUALLY AGREED AS FOLLOWS:

1. STATEMENT OF INTENT AND RULE OF CONSTRUCTION

By entering into this Agreement, the Parties intend not to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules and regulations governing the employees of either Party hereto. If any provision of this Agreement is inconsistent with such collective bargaining or other labor agreements, or of such policies, rules and regulations, then the applicable provisions of such collective bargaining or other labor agreements, and of such policies, rules and regulations shall take precedence for purposes of the construction and interpretation of this agreement.

2. TERM

This Agreement shall be effective from July 1, 2016, through June 30, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

3. SCOPE OF WORK

City agrees to assign eight (8) officers (collectively, the "Police Officers") as the minimum staffing level under this Agreement. The Police Officers shall work under the supervision of a Supervising Sergeant assigned to the Youth Services Unit. The Police Officers shall be selected by a panel consisting of representatives of the City of Sacramento Police Department and the District's Office of Safe Schools. The Police Officers, as selected by the Joint Panel, will be assigned by the City to the District for the term of this Agreement, unless any one or more of them are replaced by other officers selected by said panel.

The Police Officers assigned to the District shall provide foot and vehicle patrol and other security protection services on school campuses as agreed upon by the Parties. The Police Officers may issue citations or make arrests for crimes, write reports as directed by the District, and other related duties. Notwithstanding the foregoing, the Police Officers may pursue a criminal suspect if they witness a crime in progress. The Police Officers shall perform other specific tasks as agreed upon between the Parties, provided the Police Officers shall not be required to perform tasks beyond the authority vested in them pursuant to applicable law. The Police Officers shall be authorized to take control of crisis situations pursuant to the policies and procedures of the Sacramento Police Department. A general description of the Basic Functions of the Police Officers is attached hereto as Exhibit A and incorporated herein by this reference.

4. PEACE OFFICER ASSIGNMENTS

All Police Officers assigned to the District shall be limited to on-duty officers selected by the Joint Panel. All Police Officers shall attend training related to school safety, threat management, and other school related training after being selected. All Police Officers shall meet the requirements of Education Code section 38001.5 unless a court of competent jurisdiction determines that said statute does not apply to the officers. A Police Officer may be reassigned to another assignment upon the recommendation of the District's Office of Safe Schools and the approval of the Supervising Sergeant, which approval shall not be unreasonably withheld. If such reassignment results in a Police Officer being removed from a District assignment, the City shall make all reasonable efforts to expeditiously replace said officer. The Supervising Sergeant

and the Police Officers shall have full authority to act to discharge their law enforcement duties pursuant to the policies and practices of the Sacramento Police Department. If circumstances permit, District personnel shall be consulted with respect to the handling of certain situations, provided that nothing in this Agreement shall restrict the discretion of the Supervising Sergeant and the Police Officers in their law enforcement activities.

The City shall retain the full responsibility and authority to direct and control the activities of the Police Officers and supervise and discipline the Police Officers in accordance with the collective bargaining agreement between the City and the Sacramento Police Officers Association then in effect. Notwithstanding the foregoing, the Police Officers shall cooperate with the District relating to any event or activity which may involve a Police Officer assigned to the District, including, without limitation, conferring with any student, parent, faculty and school administrator. If a problem arises concerning the performance of duties by a Police Officer, the principal or his/her designee shall state such concerns in writing directed to the District's Safe School Manager. The Safe School Manager shall establish and implement a process to address the concerns with the Supervising Sergeant and the subject officer.

The Police Officers shall be afforded reasonable time to address collective bargaining agreement issues affecting the officers, provided that said officers shall use reasonable efforts to schedule such activity so as not to cause an unreasonable interruption of service to his or her school assignment.

The City shall retain the right to approve requests for sick leave, vacation, or other absences. In the event that a Police Officer will be absent for a period longer than one (1) week while on an approved sick leave of absence or approved time off (whether leave time, parental leave, vacation time, CTO, or other arrangement is utilized to accomplish such leave), the District may choose to have an additional officer assigned, or to use one of the other eight police officers to staff the temporary vacancy, provided, however, that the one (1) week period under subsection (i) above shall be extended to two (2) weeks if the facts and circumstances at the time of an absence are such that the Supervising Sergeant is not given reasonable prior notice that an Officer's absence would exceed one (1) week. Said replacement officers, in the sole judgment of the City, shall be qualified to perform services hereunder. The City will attempt in good faith if possible not to schedule more than one officer out on leave or vacation at the same time. City agrees that during the District summer vacation period the Police Officers will be reassigned from District school campuses to the City. During the time periods when the Police Officers are reassigned to the City, the District will not be billed for their services.

5. SUPERVISING SERGEANT

The Police Officers' supervising sergeant (the "Supervising Sergeant") shall have direct supervision and control over the Police Officers assigned to the District. The Supervising Sergeant, at the District's request, shall also assist and advise the District with respect to public safety and protection issues. The Supervising Sergeant will coordinate with the City Police Department and, if appropriate, the County Sheriff's Department, regarding the investigation of crimes reported on District facilities, and may conduct investigations as requested by the District. The Supervising Sergeant has overall supervision of the Citywide School Resource Officer Program and as such is complementary to this agreement. The Supervising Sergeant shall be reassigned from duties under this Agreement either upon the reasonable request of the District or upon the mutual consent of the District and City.

6. PLACE, TIME AND HOUR OF ASSIGNMENT

The Police Officers assigned to the District shall report to the Supervising Sergeant at a location determined by the City and Superintendent or his/her designee. The schedule for City Police Officer duties for the District shall be as designated by the Supervising Sergeant in consultation with the Superintendent or his/her designee. The work schedules of the Police Officers shall be subject to the restrictions of the collective bargaining agreements between the City and the Sacramento Police Officers' Association then in effect. The Police Officers shall work as many hours in a single workday as is requested by the Supervising Sergeant. The District may request the Police Officers to work overtime during any given week, subject to the provisions of applicable collective bargaining agreements, Fair Labor Standards Act, and other applicable laws and policies. The District will only be responsible for payment of overtime that results directly from campus activity, or is previously authorized by the District. The overtime compensation to be paid to the Police Officers are set forth in the table set forth in Exhibit B which is attached hereto and incorporated herein by this reference.

7. VEHICLES AND EQUIPMENT

Except as otherwise provided in this Agreement, the City shall furnish all equipment which may be required to support the Police Officers assigned to the District under this Agreement; in the event the City is required to provide new, additional, or replacement equipment, the District shall reimburse the City for actual replacement cost(s). In addition, the City shall furnish each Police Officer with a vehicle which is equipped and maintained pursuant to City standards and policies, equipment for the vehicles, and maintenance for the vehicles. The City shall charge the District for the vehicles,

equipment for the vehicles, and maintenance for the vehicles at the rates set forth in Exhibit B which is attached hereto and incorporated herein by this reference. The District shall not acquire any legal interest in the vehicles or the equipment for the vehicles furnished by the City by virtue of this Agreement.

8. ADHERENCE TO THE DISTRICT RULES

At all times during the performance of this Agreement, the Police Officers shall adhere and obey all of the District's rules and regulations pertaining to the District's operations of its schools, unless otherwise authorized by the Superintendent or his/her designee or unless such compliance is not practicable due to exigent circumstances.

Police officers are required by California Peace Officer's Standards and Training to be fingerprinted and obtain Department of Justice clearance. Sacramento police officers are held to stringent standards throughout their careers and shall be immediately removed from duty in the capacity of a school resource officer by the City if they engage in behavior that would preclude them from working at a school.

9. CONSIDERATION

The District agrees to pay the City for the services provided under this Agreement pursuant to the rates set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The Parties may amend this Agreement in response to changes to collective bargaining agreements resulting in increases or decreases to the rates set forth in Exhibit B, pursuant to Section 21 of this Agreement.

The Salary and Benefit rate set forth in Exhibit B is based on the costs of full-time, on-duty officers, exclusive of the District's summer break when the Police Officers are reassigned from the District school campuses to the City. The costs in the Salary and Benefit rate include the straight time costs for sick leave, vacation, holidays, retirement, insurance, Medicare, and incentives.

The Overtime rate set forth in Exhibit B is set at one and one-half times the hourly base salary rate, plus workers compensation, unemployment costs and Medicare. The overtime costs for the police services shall be billed for the actual number of hours worked by the Police Officers.

Unplanned overtime costs resulting from duties directly related to the School Resource Officer Program will be billed to SCUSD. Any overtime costs billed to the SCUSD for planned extracurricular school activities will be agreed upon in negotiation between SCUSD and the Sacramento Police Department.

The Fleet Maintenance rate set forth in Exhibit B includes the annual cost to operate and maintain a vehicle plus fuel costs, exclusive of the District's summer break when the Police Officers are reassigned from the District school campuses to the City.

The District represents and warrants that as of the commencement of the term of this Agreement, it has duly appropriated funds to pay its obligations hereunder or that it will during the term hereof use its best efforts to obtain appropriation of sufficient funds to discharge its obligations hereunder.

10. METHOD OF PAYMENT

City shall invoice the District in three separate invoices for the services of each Police Officer and the vehicle costs in accordance with Exhibit B, and the terms of this Agreement. The billing periods and estimated invoice amounts for the years covered by this Agreement are set forth in Exhibit B.

Payment of each approved invoice shall be made by the District within thirty (30) calendar days after receipt of an invoice. All invoices and payments shall be made in arrears. If the District disputes any item on an invoice for reasonable cause, the District may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to City within thirty (30) calendar days after receipt of invoice by the District. The District shall assign a sequential reference number to each deduction. Within fifteen (15) days after the date the District submits documentation of any deduction taken, the Parties shall meet and confer in a good faith attempt to resolve the dispute over the invoice. In the event that Parties are unable to resolve such dispute, the Parties shall submit the dispute to an independent mutually-agreed upon arbitrator. Said arbitrator shall resolve the dispute based upon a reasonable interpretation of this Agreement, the subject invoice, the documentation provided by the District, and such other information deemed by said arbitrator to be relevant to the dispute. The arbitrator may resolve the dispute by way of mediation or binding decision.

Unless otherwise agreed, payment against invoice shall be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable Party in the manner set forth in Section 19.

11. INDEPENDENT CONTRACTOR

In the performance of services under this Agreement, the City, the Police Officers shall act as independent contractors and not as employees of the District. Nothing herein shall be construed or deemed to create the relationship of employer/employee or

principal/agent as between the District and the Police Officers assigned under this Agreement. Directions issued by the District to the Police Officers only relates to the objectives to be achieved and not the actual means to accomplish such objectives. City shall assume responsibility for federal and state income tax withholding for their employees, including but not limited to the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SOI), and any other deductions from income that City is required to make as the employer of the Police Officers.

12. NO JOINT VENTURE

This Agreement shall not create among the Parties a joint venture, partnership, joint powers authority, or any other relationship of association.

13. WORKERS' COMPENSATION

The District's responsibility for compensation under this Agreement shall be limited to the provisions of Section 9 and to the salary rates of compensation as set forth in Exhibit B, and the District shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit that is based upon the relationship of employer and employee.

14. INDEMNITY

District shall assume the defense of and indemnify and hold harmless City from and against all actions or claims against City, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by City by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the City, its officers, agents or employees and except for actions or claims alleging dangerous conditions of City property which arise out of the acts or failure to act by the City, its officers, agents or employees which are not created by a District employee or District invitee.

City shall assume the defense of and indemnify and hold harmless District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of

active negligence by the District, its officers, agents or employees and except for actions or claims alleging dangerous condition of District property which arise out of the acts or failure to act by the District, its officers, agents or employees which are not created by a City employee or City invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

15. INSURANCE

City Insurance, The City, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The City must provide an affidavit of self-insurance, or pooled insurance if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the City.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by City, and any approval of said insurance by the District, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by City pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. District, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The District must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the District.

- 1) This policy shall provide coverage for Workers' Compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto

A policy with a minimum of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by District, and any approval of said insurance by the City, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by District pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

16. HEALTH AND SAFETY

City shall comply with all applicable Federal, state and local requirements pertaining to health and safety protection of the Police Officers.

17. TERMINATION

Either Party shall have the right to terminate this Agreement at any time by giving a written notice of termination to the other Party. The other Party shall have the right to specify the effective date of such termination, which, however, shall not be less than

thirty (30) days after the date of said notice. If either Party gives such notice of termination to the other Party, the other Party shall immediately cease rendering Services pursuant to this Agreement. In the event of such termination, City shall be paid for its services performed to the effective date of such termination. The foregoing notwithstanding, neither of the Parties waives their right to recover damages against the other for breach of this Agreement, including, without limitation, any amount necessary to compensate one Party for all detriment proximately caused by the other Party's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom.

18. THIRD PARTY OBLIGATIONS

City shall be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement. City shall pay directly such parties for all amounts due under said arrangement. The Parties specifically do not intend to enter into this Agreement for the benefit of any person or entity that is not a named party hereto.

19. NOTICES

Any written communication required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the respective Party as follows:

TO DISTRICT: Sacramento City Unified School District
Superintendent Jose Banda
5735 47TH Ave, Sacramento, CA 95834
Phone: (916) 643-7400

TO CITY: Sacramento Police Department
ATTN: Captain William Champion
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
Phone: (916) 808-1055
Fax: (916) 808-0818

Any Party who desires to change its address for notice may do so by giving notice as set forth herein.

20. NON-WAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

21. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and duly signed by the Parties hereof.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

23. CAPTIONS

The headings or captions to the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

24. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

25. AMBIGUITIES

Each of the Parties has carefully reviewed this Agreement and has agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either Party.

26. SUCCESSORS AND ASSIGNS

All rights of each Party under this Agreement shall inure to the benefit of its successors

in interest and assigns; all obligations and burdens assumed under this Agreement by each Party shall bind the successors in interest and assigns of each Party.

27. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed. The Parties agree that venue for any legal action concerning any dispute arising under this Agreement shall be a court of competent jurisdiction located in Sacramento County, California.

28. INTEGRATION

This Agreement embodies the entire agreement of the Parties in relation to the scope of services herein described, and no other agreement or understanding verbal or otherwise, exists between the Parties.

29. PERSONNEL AND OTHER CONFIDENTIAL RECORDS

The District acknowledges that the Police Officers are subject to the California Public Safety Officers Bill of Rights (Government Code sections 3300, et seq.) The District shall not take any action that may lead to punitive action against the Police Officers, but shall address its concerns to the City for handling consistent with the Public Safety Officers Bill of Rights.

Personnel records, including records concerning the performance of the Police Officers, together with complaints made against the Police Officers are confidential pursuant to Evidence Code section 832.7 and Evidence Code sections 1043 and 1046, and the District shall not disclose such records. Any request for disclosure of such records shall be treated as a request for disclosure of confidential records pursuant to the following paragraph.

Each Party shall not disclose records received from the other Party, which has been designated as confidential, including personnel records or student records pursuant to FERPA and California Education Code Section 49073 et seq. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to

disclose such confidential records.

30. DISPUTE RESOLUTION

With respect to any breach or dispute arising under this Agreement, the Parties shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same. If such breach or dispute is not resolved by the Parties, then the Parties shall meet and attempt to agree on an appropriate mode of resolving the dispute or breach, e.g. arbitration, mediation or other forms of alternative dispute resolution.

31. AUTHORITY

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by the each Party's governing body. The Parties have entered into this Agreement as of the day and year first hereinabove appearing.

CITY OF SACRAMENTO, a municipal corporation

By: _____

John F. Shirey
City Manager

Attest: _____

CITY CLERK

Approved as to Form:

By: _____

DEPUTY CITY ATTORNEY

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a local public agency

By: _____

[Gerardo Castillo, Chief Business Officer]

[Print/type title of signer for District]

SCHOOL RESOURCE OFFICER BASIC FUNCTION

The School Resource Officer (SRO) will work closely with school staff in identifying specific problems and focus on long-term solutions. The SRO will establish and maintain constant contact with the school administration and respond to any school safety issues. This relationship will provide for comprehensive and immediate accessibility to police resources.

REPRESENTATIVE DUTIES

The SRO will maintain a highly visible and open presence on each campus to encourage positive student interaction. Each officer will closely monitor the various functions within the school and youth community. The SRO should also be present at any school function that has the potential for violence or criminal activity. It is recommended that each officer develop a service-relationship with the principals of the local feeder schools. Additionally, off-campus duties can include picking up truants and transporting them back to campus, and networking (Community Oriented Policing) with community businesses and neighbors. Officers, while working on duty in the capacity as a peace officer, will be considered authorized chaperones for school related trips, competitions, and other related school activities.

The SRO will work closely with any conflict resolution or truancy program at each site. They may train students in conflict resolution, restorative justice, and crime awareness.

The SRO will establish a schedule of presentations and training to students, school staff, and parents, as requested, on school safety and crime prevention issues. They will act as a coordinator for presentation requests outside of the officer's expertise.

The SRO will act as an intelligence gatherer and liaison officer for the school site and the Police Department and will bridge the gap between community and school related law enforcement problems. The officer will work on prevention, intervention, and suppression of all the drug and/or gang activity occurring in and around the schools.

The SRO should follow-up on investigations of crimes that occur on or near the school campuses when possible. The officer should endeavor to identify physical changes in the environment that may reduce crime in and around the school.

The SRO will have the capabilities for rapid, mutual aid support from other government agencies. They will assist the school administration from other government agencies. They will assist the school administration in developing school policies that address crime and recommend procedural changes. The SRO will read and analyze their

school's Emergency Preparedness plan.

The SRO will solve conflicts among youth groups within the school environment. They will operation under the philosophy of community oriented policing and problem solving on school campuses and surrounding neighborhoods.

There are three (3) times that have been determined as "critical" at the high school campuses. These times are: before school, during lunch, and after school. Therefore, the Officer's presence on the campus during these times is essential. Exceptions to this may include an emergency call to another school or an emergency in the nearby community.

SCHOOL RESOURCESERGEANT

The Supervising Sergeant's role in the SRO program is extremely important. The District will rely on this Sergeant to communicate the needs of the District to the Officers. Additionally, the Sergeant will share the Officers' needs and concerns with the District liaison. The following is a list of the areas where the Sergeant can assist District:

- Coordinate with Assistant Superintendent of Student Services and Safety to meet and become acquainted with school administrators.
- Collaborating with the high school principals on strategic development of SROs.
- Providing liaison with needed special divisions (e.g., bomb squad, CSI, SWAT, etc.)
- Initiating any needed training for officers or safety bulletins for schools.
- Coordinating summer training for Officers and school staff.
- Consulting with the site principals regularly as to the performance of the SROs.
- Coordinating grievance procedures with the Safe Schools Manager.

Sacramento City Unified School District

	Title	Rate ³	Quantity	Sept - Dec 2016	Jan - Mar 2017	Apr - Jun 2017	Aug - Dec 2017	Year 2		Total
								Jan - Mar 2018	Apr - Jun 2018	
Salary & Benefits ¹										
	Police Officer	\$ 140,840	8	375,573	281,680	239,788	391,304	290,130	242,518	1,820,994
	Police Sergeant	\$ 185,685	1	61,895	46,421	39,517	64,487	47,814	39,967	300,102
				437,468	328,101	279,305	455,791	337,944	282,485	2,121,096
Overtime ²										
	Police Officer	\$ 66.36	1,385	38,698	29,024	24,186	39,859	29,894	24,912	186,574
	Police Sergeant	\$ 87.03	20	733	550	458	755	566	472	3,533
				39,431	29,573	24,645	40,614	30,461	25,384	190,108
Fleet Maintenance	Police Vehicle	\$ 15,600	9	46,800	35,100	29,880	47,340	35,100	29,340	223,560
			TOTAL	\$ 523,700	\$ 392,775	\$ 333,830	\$ 543,746	\$ 403,505	\$ 337,209	\$ 2,534,764

1 - Estimated 3% increase effective 7/1/17.

2 - Estimated rate increase of 3% effective 7/1/17. Number of overtime hours is an average of actual overtime hours worked in fiscal year 2014/15. Actual overtime expenses will vary depending on the actual number of overtime hours worked.

3 - Salary & Benefits is an annual, full year Officer rate. Overtime is an hourly rate. Fleet Maintenance is an annual rate.

Yr 1 = 1,250,305

Yr 2 = 1,284,460

(Budget = 1.1M)

Jim McLean
(Sko)



Sacramento City Unified School District

SERVICES AGREEMENT

Date: July 1, 2016 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Eaton Interpreting Services (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Deaf interpreting services for students as requested by
the Special Education Department.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2016 and continue through June 30, 2017 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$47.25 per hour of services as may be requested by District, not to exceed a maximum of 2,100 hours. District shall not pay travel and other expenses. Total fee shall not exceed One Hundred Seventy Thousand, One Hundred Dollars (\$170,100).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of John Brown, Special Education Department, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments



to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification before services begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in



force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: John Brown, Special Education

Contractor:
Eaton Interpreting Services
8213 Villa Oak Dr.
Citrus Heights, CA 95610
Attn: Kim Eaton, President



ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.



ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

EATON INTERPRETING SERVICES

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
Kim Eaton
President

Date

Date

ADDENDUM TO EMPLOYEE LOAN AGREEMENT, NO. 1

Recitals

SACRAMENTO MUNICIPAL UTILITY DISTRICT ("SMUD"), Sacramento City Unified School District ("SCUSD"), and SAM STARKS ("Starks") are collectively referred to hereinafter as "the Parties."

On February 13, 2014, the Parties executed an Employee Loan Agreement (hereinafter the "Agreement") setting forth the terms and conditions whereby SMUD would loan SMUD employee, Starks, to SCUSD to further the Parties' shared interest to better the Sacramento Region through the Pathways to Success program. Per the Employee Loan Agreement, Starks was to perform the duties of the Director of Community Engagement for Pathways to Success ("DCE").

Since Starks assumed the DCE position, SCUSD has lost funding from its partners related to Pathways to Success. To meet its payments to Starks, SCUSD must draw upon other funds. Along with the funds that SCUSD intends to reallocate to the Pathways to Success program, SCUSD must also reallocate additional job duties to Starks.

The Parties now wish to amend the Agreement to reflect necessary changes to Starks' job title, his job duties, and his reporting obligations while working for SCUSD.

Amended Terms

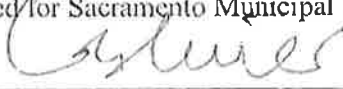
1. This Addendum to Employee Loan Agreement, No. 1 becomes effective the date all of the Parties have executed it.
2. All of the terms included in the Agreement (including a clarification SMUD and Starks signed on February 20, 2013 related to the SMUD benefits Starks will retain while employed with SCUSD) will remain in effect to the extent they are consistent with the amendments listed herein below.
3. SCUSD may use Starks in a position other than that of DCE. SCUSD may also change Starks job title from DCE consistent with the job duties that may be added to or removed from Starks while working for SCUSD. Some of the additional duties that SCUSD is permitted to assign to Starks include (1) support of SCUSD grant programs and (2) fundraising. SCUSD may also change who Starks will report to and who will review Starks' performance.
4. Any reference in the Agreement to the DCE position incorporates any new job title, job duties, and/or reporting obligations that are added to or removed from Starks pursuant to this Addendum to Employee Loan Agreement, No. 1.

SA14-00097.1
SA15-00101
SA16-00134
SA17-00065

5. The Parties specifically acknowledge that the changes to Starks' job title, job duties, and reporting obligations do not alter their acknowledgement that Starks will continue to be (1) exempt from any laws requiring meal and rest periods and premium pay for overtime, holiday work, and weekend work; and (2) expected and will devote more than 50% of his work time to engage in managerial activities.

Each of the Parties freely and voluntarily enter into this Addendum to Employee Loan Agreement, No. 1. Each Party or responsible officer or agent thereof has read the Addendum to Employee Loan Agreement, No. 1 and understands the contents hereof. Each of the persons executing the Addendum to Employee Loan Agreement, No. 1 on behalf of the respective Parties is empowered to do so and thereby binds their respective Party.

Accepted for Sacramento Municipal Utility District


By: 

Name: Gary King

Title: Chief Information & Technology Officer
(Type or Print)

Date: 7.31.14

Accepted for Sacramento City Unified School District

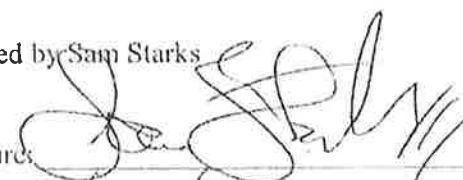
By: 

Name: Sara Noyuchi
(Type or Print)

Title: Interim Superintendent

Date: 7/30/2014

Accepted by Sam Starks

Signature: 

Date: 7/30/2014

714-00097

EMPLOYEE LOAN AGREEMENT

Parties

The parties to this EMPLOYEE LOAN AGREEMENT ("Agreement") are SACRAMENTO MUNICIPAL UTILITY DISTRICT ("SMUD"), Sacramento City Unified School District ("SCUSD") and SAM STARKS ("Starks"). SMUD and SCUSD, and Starks are collectively referred to hereinafter as "the Parties."

Recitals and Acknowledgements

SMUD and SCUSD are separate and independent entities. However, both of these entities seek to serve the community, while contributing to an improved quality of life in the region. These entities also seek to better ensure there are individuals in the Sacramento Region who are adequately educated and prepared to meaningfully contribute to the region's workforce and potentially for SMUD.

SCUSD, SCC (Sacramento City College) SHF (Sierra Health Foundation) and CSUS (California State University Sacramento) have jointly created a program known as SACRAMENTO PATHWAYS TO SUCCESS: A PARTNERSHIP FOR COLLEGE TO CAREER ("Pathways to Success") to provide opportunities to inform, guide and assist families, children and other young people in the Sacramento Region as they navigate an increasingly clear pathway that helps them persist from kindergarten to a college education or career, and enjoy the quality of life afforded by that effort. SMUD also has an interest in supporting entities that provide such information and support to the Sacramento Region.

Pathways to Success needs a Director of Community Engagement. Sam Starks is an employee of SMUD at the time this Agreement is being contemplated. Starks is interested in furthering the goals of Pathways to Success. SCUSD, SCC, SHF and CSUS believe Starks is well-qualified to fulfill the duties of the Community Engagement Director. The Parties desire to enter into this Agreement so that SMUD is compensated for loaning Sam Starks to Pathways to Success to serve as its Community Engagement Director, allowing the Parties to further encourage and extend the information and support of Pathways to Success to the Sacramento Region.

Therefore, in consideration of the mutual agreements set forth in this Agreement and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

1. Effective Date

This Agreement becomes effective the date all of the Parties to this Agreement have executed it.

2. Loan Terms

2.1 In exchange for the payment and obligations specified in this Agreement, SMUD agrees to release Starks from his present duties as an employee at SMUD and loan Starks to SCUSD for the sole purpose of SCUSD employing Starks as the Community Engagement Director for the Pathway to Success (herein after "DCE") for up to three (3) years (renewable annually as set forth below) from the effective date of this Agreement. Starks shall perform the duties of the "DCE" as directed and identified in the agreed upon job description (see attached) to carry out the policies and provisions of the Memorandum of Understanding of Pathways to Success (the "MOU"). The Executive Council will review Starks job performance prior to renewing the contract term on an annual basis, for up to three (3) years, commencing on the renewal date of July 1, 2014 and annually thereafter pro rated to the contract term of up to three (3) years from the effective date as set forth herein. Unless written notice is provided to Starks at least thirty (30) days before the July 1 annual anniversary date, the Agreement shall be renewed for an additional year or pro ration thereof. A favorable evaluation by the Executive Council shall be a condition to the annual renewal of the Agreement. Starks will be evaluated based on an evaluation instrument designed by the Executive Council and Starks.

2.2 When Starks no longer serves as the DCE, assuming he is not released from that position for incidents involving theft, fraud, embezzlement, bribery, or a felony conviction, SMUD shall permit Starks to return to his Civil Service classification or to a comparable classification pursuant to Rule 9 of SMUD's Civil Service Rules. Starks will continue to accrue seniority with SMUD while serving as the Director of Community Engagement.

3. Payments

3.1 During the time period in which Starks serves as the Community Engagement Director, SCUSD will make monthly payments to SMUD of Nine Thousand Fourteen Dollars (\$9,014.00), which payment is due by the 7th day of the following month. Such payments will continue from the effective date of this Agreement until Starks is no longer the Director of Community Engagement. The first and last month's payments may be prorated by the number of calendar days in which Starks was the Director of Community Engagement during those months. One year after the effective date of this Agreement, and continuing each year thereafter, SCUSD will increase the monthly payments to SMUD made during the prior 12 months by three percent (3%).

3.2 As of the effective date of this Agreement and continuing throughout the time that Starks is the Director of Community Engagement, SMUD will provide Starks the salary and benefits applicable to his job classification on the effective date of this Agreement. SMUD will continue to make all necessary employment-related withholdings associated with such payments.

3.3 SCUSD shall assume all responsibility (including costs) for obtaining and maintaining workers' compensation coverage for Starks while he is the Director of Community Engagement for the Pathway.

3.4 While Starks is the Director of Community Engagement, SMUD will continue to provide the same sick leave and vacation benefits to Starks as SMUD provided as of the effective date of this Agreement. Starks will obtain approval from SCUSD for any sick leave or vacation time, and on any occasion that SCUSD grants Starks vacation or sick leave, SCUSD will inform SMUD's Supervisor of Compensation and Selection of the approved leave.

3.5 Other than the payments made in Subsections 3.1 through 3.4, SCUSD, SCC, SHF and CSUS will not promise or provide Starks with any additional compensation or benefits. Starks agrees he will not accept any compensation or benefits from SCC, SHF, and CSUS.

3.6 Starks recognizes and agrees he shall not be eligible to receive any bonus or other performance based compensation available to SMUD employees while working as the Director of Community Engagement.

4. Other Duties

4.1 In performing the duties of Director of Community Engagement, Starks acknowledges that he is not acting as a representative of SMUD in any fashion whatsoever and agrees he will not represent himself (or allow others to represent himself) as a representative or employee of SMUD while he is the Director of Community Engagement. Starks will not use (or permit others under his control to use) SMUD's property, resources, image/logo, confidential information, and trade secrets while he is the Director of Community Engagement. Should Starks violate this Subsection, he expressly acknowledges such conduct would amount to insubordination and inattention to public service, permitting SMUD to potentially terminate this Agreement and/or refuse to reinstate Starks's employment with SMUD.

4.2 Starks shall not accept or engage in any other employment or activity that conflicts with the interests of the other Parties to this Agreement.

4.3 SCUSD shall take reasonably appropriate actions to provide Starks with a work environment and employment that is free from illegal discrimination, harassment, and/or retaliation. SCUSD assumes responsibility for taking reasonably appropriate actions to prevent Starks from experiencing or committing any illegal acts of discrimination, harassment, and/or retaliation. SCUSD will not prohibit, discourage, or dissuade Starks from any good-faith whistle blowing actions on the part of Starks. Starks will abide by SCUSD's policies/standards of conduct and performance. SCUSD will provide office space and equipment for Starks.

4.4 SCUSD shall provide Starks with the training, tools, and resources suitable, in the discretion of SCUSD, for the Director of Community Engagement position. SCUSD shall be responsible for reimbursing Starks for any reasonably reimbursable expenses, in accordance with the policies of SCUSD, Starks incurs as the Director of Community Engagement.

4.5 The Parties acknowledge that the Director of Community Engagement is exempt from laws requiring meal and rest periods and premium pay for overtime, holiday work, or weekend work. The Parties expressly acknowledge they do not dispute the appropriateness of classifying Starks as an exempt from these laws. The Parties further acknowledge that Starks'

primary duties as the Director of Community Engagement will be managerial in nature and that he will be expected to devote all or substantially all, and at least more than 50%, of his work time engaged in managerial activities. The minimum number of hours devoted to Pathways to Success shall average at least 40 hours a week.

5. Indemnification and Breach of Contract

5.1 To the fullest extent permitted by law, SCUSD, shall unconditionally protect, indemnify, hold harmless, and defend (with counsel reasonably acceptable to SMUD if permitted by the joint powers authority or insurance covering SCUSD) SMUD, and its past, present and future directors, officers, representatives, agents, and employees (each a "SMUD Party") from and against any and all losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs, and expense (including without limitation, reasonable attorneys' and other professional fees, expert witness fees, and other costs and expenses in connection with any claim, action, suit, or proceeding brought against SMUD or a SMUD Party) which SMUD or any SMUD Party may incur, suffer, or become liable for, attributable to, arising out of, or in any way related to:

- 5.1.1 Any Party, other than SMUD, breaching any and all of the duties set forth in this Agreement;
- 5.1.2 Starks incurring a workers' compensation injury attributable to his employment at Director of Community Engagement;
- 5.1.3 Any act, omission, or negligence of Starks as the Director of Community Engagement throughout the duration of this Agreement.
- 5.1.4 Starks either engaging in or experiencing illegal discrimination, harassment, and/or retaliation during the time period that Starks is the Director of Community Engagement.

5.2 To the fullest extent permitted by law, SMUD shall unconditionally protect, indemnify, hold harmless, and defend (with counsel reasonably acceptable to SCUSD) SCUSD, and its past, present and future directors, administrators, representatives, agents, and employees from and against any and all losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs, and expense (including without limitation, reasonable attorneys' and other professional fees, expert witness fees, and other costs and expenses in connection with any claim, action, suit, or proceeding brought against SCUSD or attributable to, arising out of, or in any way related to SMUD's breach of its obligations under this Agreement.

5.3 Any dispute arising from performance of the Agreement shall be subject, if agreed to by the Parties, to voluntary mediation. In the event the dispute is not resolved through mediation, the Parties agree to submit any dispute to binding arbitration pursuant to the rules of the American Arbitration Association ("AAA") unless an alternative binding arbitration provider is agreed to by the Parties. The prevailing Party (or Parties) shall have the right to collect from

the other Party (or Parties), as determined by the arbitration award, its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

6. General Provisions

6.1 No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the Parties.

6.2 This Agreement contains the entire understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter of the Agreement. There are no agreements, representations, or warranties between or among the Parties other than those set forth in this Agreement.

6.3 The provisions of this Agreement will inure to the benefit of the Parties binding on their respective representatives, successors, and assigns, except that Starks may not assign or otherwise transfer his duties or obligations under this Agreement to another. SMUD and SCUSD will not transfer or assign this Agreement without the other's written consent.

6.4 The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.

6.5 This Agreement shall be governed, construed and interpreted solely by and under the applicable laws of the State of California without regard to conflict of laws provision. Any action brought to enforce the terms of this Agreement shall be venued in an appropriate court in Sacramento County, California.

6.6 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated so long as the provision, covenant, or condition determined to be invalid, void, or unenforceable does not materially alter the essential terms of this Agreement.

6.7 Each Party has entered into this Agreement freely and voluntarily. Each Party or responsible officer or agent thereof has read this Agreement and understands the contents hereof. Each of the persons executing the Agreement on behalf of the respective Parties is empowered to do so and thereby binds their respective Party.

[The remainder of this page is intentionally left blank]

Accepted for Sacramento Municipal Utility District

By: [Signature]

Name: JOHN DISTASIO
(Type or Print)

Title: GM & LEO

Date: 2/13/14

Accepted for Sacramento City Unified School District

By: [Signature]

Name: Sana Nojima
(Type or Print)

Title: Superintendent

Date: 2/11/14

Accepted by Sam Starks

Signature: [Signature]

Date: 2/11/14