



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

Meeting Date: January 12, 2012

Subject: 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: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment

Estimated Time:	N/A
Submitted by:	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
Approved by:	Patricia A. Hagemeyer, Chief Business Officer

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FAMILY AND COMMUNITY ENGAGEMENT OFFICE</u>		
A12-00075 The California Endowment	10/14/11 – 6/30/12: Earl Warren Elementary School and Community Garden Grant to promote healthy eating by engaging students, their parents and the community in the building and maintenance of a school garden.	\$10,000 No match

SPECIAL EDUCATION

A12-00074 California Department of Education	7/1/11 – 6/30/12: Early Intervention Grant to be used for Early Start Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities, and their families.	\$139,420 No match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>LINKED LEARNING</u>		
SA09-00250 Regents of the University of California, Davis (Amendment No. 1)	7/10/11 – 7/9/13: Amendment to agreement with UC Davis CRESS Center to facilitate the California Subject Matters Program for schools participating in the Small Learning Communities Program (Luther Burbank, Hiram Johnson, John F. Kennedy, C.K. McClatchy, and Rosemont High Schools). These five high schools are especially prone to underperformance due to the socioeconomic and cultural challenges of their students. Agreement initially approved May 7, 2009 for years one through three of grant. This amendment is to extend agreement for years four and five (final years of grant). Professional development will be provided for 9 th and 10 th grade teachers in English Language Arts/Writing, Math, Science, and Social Science/Reading subject areas. Strategic Plan: Aligns with Pillar I, Career and College Ready Students. The U.S. Department of Education grant will assist us in: Strengthening the Smaller Learning Communities; Engaging students to become proficient learners; Creating a structure that enables students to “catch up”; Tutoring and other academic support; Professional development for teachers; Increasing the participation of students in upper-division college prep coursework; and Increasing the percentage of students entering post-secondary education.	\$370,700 (Year 4) \$374,368 (Year 5) Smaller Learning Communities Cohort 8 Grant Funds

YOUTH DEVELOPMENT

SA12-00252
 City of Sacramento –
 START Program

8/15/11 – 6/30/12: Develop, maintain and sustain academic enrichment programs that offer support services to the 27 elementary schools listed below during the critical after school hours. Programs are designed to provide students avenues to maintain and expand learning opportunities; promote academic achievement; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their children’s education; provide safe, supervised, and high-quality after school programs; and deter tobacco, alcohol and drug use.

\$3,014,000
 After School
 Education and
 Safety Funds

A.M. Winn, Abraham Lincoln, Bret Harte, Clayton B. Wire, David Lubin, Elder Creek, Ethel Phillips, Fr. K.B. Kenny Freeport, Fruit Ridge, Golden Empire, Hollywood Park, Hubert Bancroft, Isador Cohen, James Marshall, John Cabrillo, Mark Hopkins, Mark Twain, O.W. Erlewine, Parkway, Peter Burnett, Pony Express, Susan B. Anthony, Tahoe, Theodore Judah, Washington, William Land

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Bret Harte Elementary Serna Center	None None	Recycle Recycle
Maintenance Equipment	Facilities Maintenance	None	Salvage/Auction
Audio/Visual Equipment	Bret Harte Elementary	None	Recycle

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

SERVICES AGREEMENT
Amendment No. 1

Date: December 2, 2011

Agreement between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District" and The Regents of the University of California, on behalf of its Davis campus, CRESS Center, hereinafter referred to as "Contractor", dated November 6, 2008 is amended as follows:

ARTICLE 1. SERVICES

The Contractor hereby agrees to provide the District the services in Attachment A (Scope of Work), in accordance with the Grant (Attachment C), including all relevant Education Department General Administrative Regulations, Title 34 Code of Federal Regulations Parts 74-86 and 97-99.

ARTICLE 2. TERM

This Agreement shall commence on July 10, 2011 and continue through July 9, 2013, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfied both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the reasonable judgment and discretion of the District in light of applicable industry standards and Contractor's compliance with the terms of this Agreement. 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:

\$370,700.73 for Year 4; and \$374,368.25 for Year 5, as outlined in Attachment B

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Matt Perry, Small Learning Communities Project Director, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

Payment shall be mailed to: Cashier's Office, University of California Davis, P.O. Box 989602, West Sacramento, CA 95798.

Contractor may carry forward amounts into subsequent budget years. Contractor may re-budget within direct cost line items without prior approval of District.

ARTICLE 4. EQUIPMENT AND FACILITIES

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. 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

Contractor shall have the right to copyright, disclose, disseminate and use, in whole or in part, any data and information developed by Contractor's employees under this Agreement.

District and Contractor each agree not to use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this Research Agreement or any product or service resulting from this Research Agreement, without prior written approval of the other Party.

ARTICLE 6. INDEPENDENT CONTRACTOR.

The relationship between the parties under this Agreement shall be one of 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 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.

Annual Report. A copy of the annual Federal Grant Report, including budget, will be provided to the Contractor after submission to USDE.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

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.

The parties acknowledge that Contractor is self-insured. District agrees that Contractor's self-insurance is a reasonable substitute for the insurance that is generally required of providers of services to District. A self-insurance certification can be found at: www.ucop.edu/riskmgmt/fag/documents/generic-certificate-self-ins.pdf. 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 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: Matt Perry, Small Learning Communities
Project Director

Contractor:
Contracts & Grants Officer
Office of Research, Sponsored Programs
University of California, Davis
1850 Research Park Drive, Suite 300
Davis, CA 95618

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.

Consultant 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. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. 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 18. 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 19. CALIFORNIA LAW.

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.



ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

Pursuant to the provisions of Education Code section 39656, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2590, 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.

Amendment No. 1 extends the current agreement from July 10, 2011 to July 9, 2013 (Years 4 and 5) and increases amount as outlined in Attachment B. Amendment No. 1 also accepts the appointment of Dr. Joanne Bookmyer and Arthur Beauchamp as the Co-Principle Investigators for this Agreement. All other terms of the original agreement entered into on November 6, 2008, shall remain in full force and effect.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

By: _____
Patricia A. Hagemeyer
Chief Business Officer

By: _____
Signature

Date

Print Name/Title

Date

Attachment A

Scope of Work

For schools participating in the Small Learning Communities Program, the California Subject Matter Projects will provide:

1. Annual presentation to SLC Project Director of general plan for work, including meeting calendar, and topics, names/contact information for CSMP staff working with each school, and names of SCUSD teacher facilitators serving as liaison's to CSMP at each school.
2. Conduct teacher needs assessments.
3. Complete monthly site-based contact hours as scheduled by each school site.
4. Use and augment district adopted materials to plan instruction.
5. Submit quarterly status report of CSMP activities with agendas, comments, and recommendations.
6. Conduct 30 hour Summer Content and Instruction Institute for eligible subject area teachers.

Attachment B

	Year 1	Year 2	Year 3	Year 4	Year 5	full 5 years
	Total	Total	Total	Total	Total	Total
Salaried Directors	\$-	\$-	\$-	\$-	\$-	\$-
Admin Assistant/Coordinators	\$65,249.31	\$62,565.84	\$63,691.31	\$64,222.17	\$68,847.72	\$324,575.10
Financial Analyst	\$2,328.00	\$2,410.00	\$2,494.00	\$2,582.00	\$2,672.00	\$12,486.00
New Staff	\$43,140.00	\$45,297.00	\$47,561.85	\$49,939.94	\$52,436.94	\$238,375.73
Benefits	\$39,303.43	\$39,464.68	\$40,797.79	\$42,019.89	\$44,521.70	\$206,107.13
Stipends/Honoraria	\$148,950.00	\$149,010.00	\$145,200.00	\$142,000.00	\$139,489.00	\$724,649.00
<i>Total people payments</i>	<i>\$298,970.74</i>	<i>\$298,747.52</i>	<i>\$299,744.96</i>	<i>\$300,764.01</i>	<i>\$307,967.36</i>	<i>\$1,506,192.97</i>
Copies	\$3,090.00	\$3,090.00	\$3,090.00	\$3,090.00	\$3,090.00	\$15,450.00
Hospitality	\$2,170.00	\$2,713.00	\$2,763.00	\$2,713.00	\$1,520.00	\$11,879.00
Parking	\$1,320.00	\$1,235.00	\$1,235.00	\$1,235.00	\$1,100.00	\$6,125.00
Other Supplies/Expenses	\$16,462.00	\$15,347.00	\$14,712.00	\$14,104.00	\$11,612.00	\$72,237.00
Travel	\$4,411.00	\$4,310.00	\$4,310.00	\$4,310.00	\$4,310.00	\$21,651.00
Program Assessment	\$16,990.26	\$17,001.55	\$17,013.28	\$17,025.40	\$17,037.92	\$85,068.41
<i>Total Indirects</i>	<i>\$343,414.00</i>	<i>\$342,444.07</i>	<i>\$342,868.24</i>	<i>\$343,241.41</i>	<i>\$346,637.27</i>	<i>\$1,718,603.38</i>
	\$27,473.12	\$27,395.53	\$27,429.46	\$27,459.31	\$27,730.98	\$137,488.27
Grand Total	\$370,887.12	\$369,839.59	\$370,297.70	\$370,700.73	\$374,368.25	\$1,856,091.65

Attachment C



**US Department of Education
Washington, D.C. 20202**

GRANT AWARD NOTIFICATION

<p>1 RECIPIENT NAME</p> <p>Sacramento City Unified School District 5735 - 47th Avenue Sacramento, CA 95824</p>	<p>2 AWARD INFORMATION</p> <p>PR/AWARD NUMBER S215L080628 - 11 ACTION NUMBER 8 ACTION TYPE Continuation AWARD TYPE Discretionary</p>									
<p>3 PROJECT STAFF</p> <p>RECIPIENT PROJECT DIRECTOR Matthew D Perry (916) 643-9131 Matt-Perry@sac-city.k12.ca.us</p> <p>EDUCATION PROGRAM CONTACT Patricia A Searles (202) 205-3869 patricia.searles@ed.gov</p> <p>EDUCATION PAYMENT HOTLINE G5 PAYEE 888-336-8930 HELPDESK edcaps_user@ed.gov</p>	<p>4 PROJECT TITLE</p> <p>84.215L Reaching ALL Students at Five Target Schools in Sacramento City Unified School District</p>									
<p>5 KEY PERSONNEL</p> <table border="1"> <thead> <tr> <th>NAME</th> <th>TITLE</th> <th>LEVEL OF EFFORT</th> </tr> </thead> <tbody> <tr> <td>Beatriz Chaidez</td> <td>Project Director</td> <td>10 %</td> </tr> <tr> <td>Matthew D Perry</td> <td>Project Director</td> <td>50 %</td> </tr> </tbody> </table>		NAME	TITLE	LEVEL OF EFFORT	Beatriz Chaidez	Project Director	10 %	Matthew D Perry	Project Director	50 %
NAME	TITLE	LEVEL OF EFFORT								
Beatriz Chaidez	Project Director	10 %								
Matthew D Perry	Project Director	50 %								
<p>6 AWARD PERIODS</p> <p>BUDGET PERIOD 07/10/2011 - 07/09/2013 PERFORMANCE PERIOD 07/10/2008 - 07/09/2013</p> <p>FUTURE BUDGET PERIODS N/A</p>										
<p>7 AUTHORIZED FUNDING</p> <table border="1"> <thead> <tr> <th></th> <th>THIS ACTION</th> </tr> </thead> <tbody> <tr> <td>BUDGET PERIOD</td> <td>\$1,750,672.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$5,847,147.00</td> </tr> </tbody> </table>			THIS ACTION	BUDGET PERIOD	\$1,750,672.00	PERFORMANCE PERIOD	\$5,847,147.00			
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BUDGET PERIOD	\$1,750,672.00									
PERFORMANCE PERIOD	\$5,847,147.00									
<p>8 ADMINISTRATIVE INFORMATION</p> <p>DUNS/SSN 060697109 REGULATIONS CFR PART Part A EDGAR AS APPLICABLE ATTACHMENTS A, B OESE, C, E1, E2, E4, E5, E5, F, J, N, O, S, U, V, W</p>										
<p>9 LEGISLATIVE AND FISCAL DATA</p> <p>AUTHORITY: PL 103-382 TITLE X ESEA OF 1965 AS AMENDED BY IMPROVING AMERICA'S SCHOOLS PROGRAM TITLE: FUND FOR THE IMPROVEMENT OF EDUCATION CFDA/SUBPROGRAM NO: 84.215L</p>										



**US Department of Education
Washington, D.C. 20202**

GRANT AWARD NOTIFICATION

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0400M	2010	2011	ES000000	B	ML1	000	215	4101C	\$1,750,672.00

10 PR/AWARD NUMBER: S215L080628 - 11
 RECIPIENT NAME: Sacramento City Unified School District

TERMS AND CONDITIONS

- (1) By accepting this award, the recipient agrees to notify the relevant program office in the Department and provide a reasonable period of time for the Department to respond, before it can agree to provide any portion of this award to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. This condition takes into account the current continuing resolution funding Department programs, which incorporates the requirements of Division E, Section 511 of the Consolidated Appropriations Act, 2010 (P. Law. No. 111-117), and pending litigation on related matters. If you have any questions about this condition or the status of these matters, please contact the program office.
- (2) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:
 (1) THE RECIPIENT'S APPLICATION (BLOCK 2),
 (2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS (BLOCK 8), AND
 (3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

IN ACCORDANCE WITH 34 CFR 74.25(c)(2), OR 34 CFR 80.30(d)(3) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 4 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THIS AWARD SUPPORTS THE FINAL BUDGET PERIOD FOR THIS PROJECT. THE RECIPIENT IS REQUIRED TO SUBMIT ALL NECESSARY REPORTS TO THE DEPARTMENT OF EDUCATION WITHIN 90 DAYS AFTER THE END OF FEDERAL SUPPORT (BLOCK 6).

- (3) This grant award is subject to the terms and conditions identified in Attachment T.



MAY 24 2011

 AUTHORIZING OFFICIAL

 DATE

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

FACE: Youth Development Support Services

Youth Engagement Services

And

City of Sacramento, START Program

The Sacramento City Unified School District (“District”) and the City of Sacramento (“City”), collectively hereinafter referred to as “the Parties,” hereby enter into this Agreement for START Program services (“Agreement”) effective on August 15th, 2011 (“Effective Date”).

RECITALS

WHEREAS, the District desires to engage City’s Sacramento START Program to develop, maintain and sustain programs that offer support services to 27 elementary schools, outlined in Attachment B, during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students;

WHEREAS, District and City’s Sacramento START Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs at 27 Elementary Schools, outlined in Attachment B, during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality after school programs for students, and deter, tobacco, alcohol and other drug use; and

WHEREAS, the ultimate goals of the Agreement is for the City to (1) provide after school programs for school year 2011-12; (2) provide at least 1:20 ratio of staff to students on each school site; (3) work collaboratively with the District to provide services to students, ensure targeted attendance is achieved per school, provide and communicate other pertinent information back to the District; and (4) adhere to District protocols and policy pertaining to after school and out of school time programs.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. City’s Sacramento START Program will work with the District’s Youth Engagement Services staff in ASES program implementation. City will provide direct service programming and staff the program to meet a 1:20 ratio of staff to students. City’s Sacramento START Program shall adhere to scope of services outlined in Attachment A for designated schools outlined in Attachment B.

ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding to City for the services pursuant to Paragraph B, below. District shall provide district-level Area Specialist(s) to liaison with City at all participating schools. The Area Specialist(s) will work with the City’s START Program supervisor to successfully facilitate all aspects of the after school programs,

including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.

iii. District shall provide overall management, administrative oversight, coordination of activities and logistics for the ASES program and additional components. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the services pursuant to this Agreement, CITY shall invoice the District not to exceed \$3,013,979.78, with payment to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY shall provide documentation of at least 15% match of the total contracted amount to the District for the program costs assumed by City. Pursuant to this Agreement, CITY's administrative costs paid by District may not exceed 7.5% for 22 school sites and 0% for 5 school sites, as outlined in Attachment B.

C. Independent Contractor. While engaged in providing the services under in this Agreement and otherwise performing as set forth in this Agreement, the CITY, and each of CITY's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference.

E. Fingerprinting and TB Requirements. District has determined that services performed by City under this Agreement will result in contact with students. City shall obtain fingerprinting and TB clearance for all employees before services can begin. City will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs later, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from August 15, 2011, through June 30, 2012. Either Party may terminate this Agreement without cause and without incurring further financial obligation with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to: City of Sacramento, START Program
C/o Brian Fitzgerald
PO Box 245750
Sacramento, CA 95824
Phone: (916) 808-6196

If to: Sacramento City Unified School District
C/o Zena Scott, Youth Development Support Services
Serna Center
5735 47th Avenue, Box 767
Sacramento, CA 95824
Phone: (916) 643-7994

G. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

H. 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.

I. Assignment. This Agreement is made by and between CITY and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by the Parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between CITY and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The Parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The Parties further agree and represent that each of them are the drafters of every part of this Agreement.

K. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

L. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the Parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

M. Authority. Each Party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

N. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Governing Board of Education and/or designee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT:

By: _____
Patricia A. Hagemeyer, Chief Business Officer
Sacramento City Unified School District

Date

CITY OF SACRAMENTO:

By: _____
Authorized Signature

Date

Print Name: _____

Title: _____

APPROVED AS TO FORM:

ATTEST:

Sheryl Patterson
Senior Deputy City Attorney

City Clerk

[Handwritten signatures and dates]
11/15/11
11/9/11
11/14/11

ASES: Sacramento City USD and City's Sacramento START Program
Scope of Services: August 15, 2011 to June 30, 2012
Attachment A*

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize City's Sacramento START Program in sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of City's Sacramento START Program to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet with the District contact person, City's Sacramento START Program site liaison and site administrator to identify program needs, successes, and assistance needed.

CITY'S SACRAMENTO START PROGRAM shall:

1. Adhere to District protocols and policy pertaining to after school and out of school time programs.
2. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily from school closure until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
3. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by City's Sacramento START Program and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
4. Work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared with stakeholders.
5. Provide an End of Year report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. Maintain at least 85% of targeted attendance for the school site.
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The City's Sacramento START Program shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
11. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development in a timely and consistent manner to the District
14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc., with the prior approval of the District.
16. Provide a site coordinator and sufficient staffing to maintain a 20:1 student/staff ratio.
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.

18. Provide annually in-kind support and direct services totaling 15% of contracted amount. Such financial support to be itemized and reported to the District.
19. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
20. Act as liaison with parents in supporting the Family Literacy component

DISTRICT'S SCHOOL SITE SHALL:

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the site coordinator, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.
9. Provide data information back to SCUSD for reporting to California Department of Education on student progress within the ASES after school program.

ASES: Sacramento City USD and City's Sacramento START Program
Scope of Services: August 15, 2011 to June 30, 2012
Attachment B*

School Site Breakdown:

School Site	Grant Award	Contracted Amount	Target Daily Attendance (Based on 177 days)
A. M. Winn	\$130,500	\$120,713	98
Abe Lincoln	\$112,500	\$104,063	85
Bret Harte	\$130,500	\$120,713	98
CB Wire	\$115,763	\$107,080	87
Elder Creek	\$283,730	\$262,450	214
Ethel Phillips	\$112,500	\$104,063	85
Father KBK	\$112,500	\$104,063	85
Fruit Ridge	\$108,000	\$99,900	81
Hollywood Park	\$101,813	\$94,177	77
Hubert Bancroft	\$97,200	\$89,910	73
Isador Cohen	\$112,500	\$104,063	85
James Marshall	\$112,500	\$104,063	85
Mark Hopkins	\$128,613	\$118,967	97
Mark Twain	\$112,500	\$104,063	85
OW Erlwine	\$112,500	\$104,063	85
Parkway	\$124,725	\$115,371	94
Peter Burnett	\$136,350	\$126,124	103
Pony Express	\$112,500	\$104,063	85
Susan B Anthony	\$193,050	\$178,571	145
Tahoe	\$112,500	\$104,063	85
Washington	\$112,500	\$104,063	85
William Land	\$129,600	\$119,880	98
Up to 7.5% administrative cost allowed		\$2,594,480	
Freeport	\$111,750	\$85,000	84
Golden Empire	\$112,500	\$90,000	85
Theodore Judah	\$112,500	\$90,000	85
David Lubin	\$82,962	\$64,500	62
John Cabrillo	\$112,500	\$90,000	85
0% of administrative cost allowed		\$419,500	
Total Contracted Amount		\$ 3,013,979.78	