



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

Meeting Date: January 19, 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. Other Agreements

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

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
SA12-00316 California Fire Fighter Joint Apprenticeship Committee	7/1/11 – 6/30/12: Agreement for Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Career and Education Center. Apprenticeship funding for RSI is provided by California Department of Education for 40,056 hours @ \$5.06 per hour. The district retains 10% of the revenue generated by attendance in the program.	\$182,415 Adult Education Funds

Strategic Plan: Align with Pillar II, Family and Community Engagement, and Pillar III, Organizational Transformation, by providing apprenticeship training to fire fighters and supporting teaching and learning. This is a long standing program at Charles A. Jones Career and Education Center.

LINKED LEARNING

SA09-00250 Regents of the University of California, Davis (Amendment No. 1)	7/10/11 – 7/9/12: 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 year four.	\$370,700 (Year 4) Smaller Learning Communities Cohort 8 Grant Funds
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Professional development will be provided for 9th and 10th 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.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

SERVICES AGREEMENT
Amendment No. 1

Date: January 11, 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, 2012, 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, 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, 2012 (Year 4) and increases amount by \$370,700.73. 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			
	THIS ACTION									
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 APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIRE FIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2011, 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 "CFFJAC".

WHEREAS, the CFFJAC 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 Department of Education to conduct related and supplemental instruction training programs; and,

WHEREAS, the CFFJAC 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 Marshalls, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, and Fire Fighter Paramedics, Fire Suppression Technician, and; with participating departments under agreements as determined by the CFFJAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2011, through June 30, 2012.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CFFJAC.
2. The District shall contract with the CFFJAC for all instructional and training services provided in accordance with the CFFJAC 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 40,056 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CFFJAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with Section 8152 of the California Education Code. 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 Education Code Section 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 CFFJAC 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 CFFJAC 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 CFFJAC within 30 days of receiving a CFFJAC 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 Sections 8152 and 8153 of Article 8, Chapter 1, Part 6, Title I, of the California Education Code or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CFFJAC

1. The CFFJAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CFFJAC. The CFFJAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in Section 8153.5, Article 8, Chapter 1, Part 6, Title I of the California Education Code.
2. The CFFJAC 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 CFFJAC 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 CFFJAC 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: Donna Philp, Coordinator III
5451 Lemon Hill Avenue
Sacramento, CA 95824

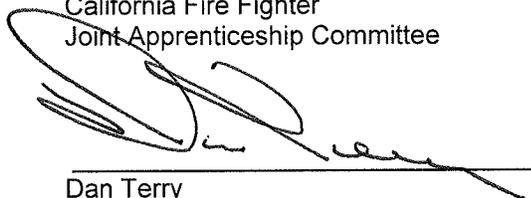
California Fire Fighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Program Director
1780 Creekside Oaks Drive, Suite 201
Sacramento, CA 95833

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 CFFJAC 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 CFFJAC 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 CFFJAC 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 CFFJAC, 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 Fire Fighter
Joint Apprenticeship Committee



Patricia A. Hagemeyer
Chief Business Officer

Dan Terry
Chair/Administrator

Date: _____

Date: 9-15-11