



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

**Meeting Date:** September 1, 2011

**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. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notice of Completion – Facilities Projects

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

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>INDIAN EDUCATION</u></b>		
A12-00024 U.S. Department of Education	9/1/11 – 8/1/12: Indian Education Formula Grant through the federal Office of Indian Education. Funding to support the academic achievement of Native American Indian students by providing after school tutoring and evening programs with an emphasis on mathematics interventions; language arts and/or writing; family literacy; exam preparation; and Native American Studies for students and families. Funding may also be used for staff professional development.	\$36,922 No Match
<b><u>INTEGRATED SUPPORT SERVICES</u></b>		
A12-00025 California Department of Education	7/1/11 – 6/30/12: Grant for Education for Homeless Children and Youth. Funding for social worker to provide supplemental services to homeless students and families, including outreach to families living in shelters and temporary residential housing; school and academic support to facilitate school enrollment and attendance; and, family and student case management when necessary.	\$36,735 In-kind Match: Coordinator position Equipment Student supplies
<b><u>INTEGRATED SUPPORT SERVICES</u></b>		
A12-00026 Substance Abuse and Mental Health Services Administration (SAMHSA)	9/30/11 – 9/29/12: Implementing the Good Behavior Game Grant. This grant targets all students in first and second grades at five high-risk elementary schools: Abraham Lincoln, A.M. Winn, Ethel I. Baker and Pacific. The Good Behavior Game is an evidence-based, teacher-invented strategy that will work to combat student behavioral problems. Expected results are a positive school climate and improved immediate and lifetime developmental outcomes for students.	\$94,319 No Match
<b><u>TRANSPORTATION SERVICES</u></b>		
A12-00027 Sacramento Metropolitan Air Quality Management District (SMAQMD)	9/1/11 – 6/30/12: Lower-Emission School Bus Program – Bus Replacement. Sacramento City Unified School District agrees to replace nine pre-1987 school buses with newer, low emission school buses that are compliant with the California Air Resources Board 2008 Lower-Emission School Bus Program Guidelines to help reduce pollution in our air district region. Program runs through December 31, 2017 in order for SMAQMD to record and report results of the lower-emission school bus program.	\$1,325,926 Sacramento Metropolitan Air Quality Management District

## **CHILD DEVELOPMENT**

A12-00028 Sacramento Employment and Training Agency (SETA)	8/1/11 – 7/31/12: Grant funding for Head Start and Early Head Start Programs. The Child Development Department enrolls and serves 1,387 Head Start and Early Head Start children within part-day preschool, full-day Children's Centers, Infant/Toddler Centers, and Home Based Programs. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Early Head Start serves pregnant teens and children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants.	\$8,206,344 Head Start Program  \$1,152,119 Early Head Start Program
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## **EXPENDITURE AND OTHER AGREEMENTS**

### **ADMINISTRATIVE SERVICES**

SA12-00113 Blackboard Connect	7/1/09 – 6/30/12: Agreement for ConnectEd services, providing emergency communications, attendance notification and community outreach service. Service delivers "any-time" messages to parents, staff, and board members. Annual message fee is based on 45,754 student enrollment @\$2.75 per student, plus support fee.  Strategic Plan: Aligns with Pillar II, Family and Community Engagement, by staying connected and engaged with families and the community through communication and notifications regarding our students.	\$128,510 Year 3 General Funds
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### **AFTER SCHOOL SERVICES**

SA12-00126 New Hope Community Development Corporation	8/15/11 – 6/30/12: Develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety after school programs at Sol Aureus College Preparatory Independent Charter School.  Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Also supports Pillar II, Family & Community Engagement, by partnering with community organizations and engaging parents to support students in out-of-school learning time.	\$84,000 After School Education and Safety Funds
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### **AFTER SCHOOL SERVICES**

SA12-00130 City of Sacramento, Parks and Recreation Department	12/3/07 – 6/30/12: After School Safety and Enrichment for Teens (ASSETs) Program offering educational and enrichment activities at C.K. McClatchy High School and George Washington Carver School of Arts and Science.	\$170,000 21 <sup>st</sup> Century Community Learning Centers
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Activities are designed to complement the students regular academic program and provide a safe environment during non-school hours. In addition, literacy and related educational and developmental services are offered to student's families.

(Year 5 of 5)

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

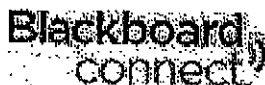
### **APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Administrative Services Maintenance & Operations	None	Recycle
Office Equipment	Maintenance & Operations	None	Recycle
Audio/Visual Equipment	Maintenance & Operations	None	Recycle

### **NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

Contractor	Project	Completion Date
Landmark Modernization Contractors, Inc.	PC11-700-0122, Fruit Ridge Elementary School Asbestos Abatement Project	August 23, 2011



3rd Year- SAI2 - 00113

VOID IF EXECUTED AFTER JUNE 29, 2009  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICTSERVICES AGREEMENT - Connect-ED® for K-12

This SERVICES AGREEMENT (this "Agreement") dated May 27, 2009 (the "Effective Date"), is entered into by and between Sacramento City Unified School District, California (the "Customer") and Blackboard Connect Inc., a Delaware corporation and wholly-owned subsidiary of Blackboard Inc. ("Blackboard Connect") (collectively, the "Parties" and individually, the "Party"), whereby the Customer, on behalf of itself and the schools within the Customer's district (with such schools to be included in the defined term "Customer" used herein), wishes to utilize Blackboard Connect's Connect-ED® service and any other modules to which the Customer subscribes (collectively, the "Service") subject to and in accordance with the following terms and conditions and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Service.** In consideration for the Service Fee (as defined below), Blackboard Connect shall provide the Customer with the Service. The Customer will only use the Service to send unlimited any-time messages to parents of enrolled students, administrators, faculty, staff, and board members (individually, a "Recipient" and collectively, the "Recipients"). The Customer will provide all contact data for Recipients (the "Recipient Data"). Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient. The Customer may purchase additional modules from Blackboard Connect at the then-current pricing by issuing a purchase order (or other accepted ordering method) to Blackboard Connect for such module. Any such additional modules shall be governed by the terms and conditions of this Agreement.
2. **Term; Termination.** This Agreement will commence on July 1, 2009 (the "Service Start Date") and will continue for three (3) years thereafter (the "Initial Term"). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard Connect's systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.
  - a. **Termination with Cause.** Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee (minus the Support Fee if any) calculated from the date of termination to the end of the applicable annual period. *[This Agreement can be terminated immediately by Blackboard Connect for non-payment. TSCUSD needs a definition of non-payment. TSC]*
  - b. **Effect of Termination.** In the event of termination or expiration of this Agreement, the Customer will: (i) immediately discontinue access to and/or use of the Service under this Agreement; (ii) pay to Blackboard Connect all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to Blackboard Connect within a reasonable time at the Customer's cost. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 4, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement for any reason.
3. **Fees.** In consideration for the use of the Service during the Initial Term, the Customer will pay Blackboard Connect an annual Support Fee of \$3,000.00 and an Annual Message Fee of two dollars and seventy-five cents (\$2.75) per enrolled student per year (collectively, the "Service Fee"), calculated as follows:
  - a. For the first year of the Initial Term, the Message Fee will be \$126,637.50 (i.e., \$2.75 x 46,050 students). A total Service Fee of \$129,637.50 (including the Support Fee) will be invoiced on execution of the Agreement. Calculation of the aggregate Annual Message Fee for subsequent years after the first year of the Initial Term will be \$2.75 per student per year based on the number of enrolled students in the Customer's district for each year of the Initial Term. For subsequent Renewal Terms beyond the expiration of the Initial Term, the Service Fee shall be at Blackboard Connect's then-current pricing.
  - b. Fees are paid at the beginning of each annual period and are due in no event later than thirty (30) days after the date of an invoice from Blackboard Connect. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law.
  - c. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt from and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable law in which the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.
4. **Confidentiality.** Each Party agrees to maintain the confidentiality of the other Party's Confidential Information (as defined below), with no less than a reasonable degree of care. Blackboard Connect "Confidential Information" shall include, but not limited to, the Service and all documents relating to the provision of Service including but not limited to the training guides and manuals. Each Party agrees to limit access to the Confidential Information to those of its employees and agents who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Blackboard Connect does not rent, trade, or sell Recipient Data received from Customer to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.
5. **Privacy Policy and Acceptable Use Policy.** The Customer agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the "Policies") (which can be found at the Blackboard Connect Website located at [www.blackboardconnect.com](http://www.blackboardconnect.com)) as amended from time to time. In the event of an express conflict between the terms of the Agreement and the terms of the Policies, the terms of the Agreement will prevail.
6. **Representations and Obligations.** The Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Recipient Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and

using, the Recipient Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard Connect in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Service; (vi) it will not subject Blackboard Connect to any regulations or laws due to the import of certain Recipient Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer licenses data from Blackboard Connect, it will only use such data licensed from Blackboard Connect to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such data licensed from Blackboard Connect if such activity would violate an applicable law, regulation or contract; and (ix) it will not use the Service in combination with products or services not provided by Blackboard Connect or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer's use of the Service.

7. **Limitation of Liability.** In no event will Blackboard Connect, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the other Party or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of this Agreement, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard Connect, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Agreement caused by or resulting from any act, omission or condition beyond Blackboard Connect's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Customer's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Blackboard Connect. Under no circumstances will the aggregate liability of Blackboard Connect to the Customer or any third party arising out of or related to this Agreement or the provision of the Service, exceed the aggregate fees paid to Blackboard Connect under this Agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Blackboard Connect for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Customer shall be responsible for all claims and damage resulting from misuse of the Service by the Customer or its users including reimbursement of any expenses incurred by Blackboard Connect in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Agreement would be substantially different.
8. **Limited Warranty.** THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BLACKBOARD CONNECT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT. NEITHER BLACKBOARD CONNECT NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION; AND (C) BLACKBOARD CONNECT AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE. In the event of the Service's failure to comply with this Agreement, the Customer's sole remedy shall be to terminate the Agreement. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard Connect shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.
9. **Miscellaneous.** The Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Agreement grants or transfers to the Customer any ownership rights in the foregoing materials or the Service. Each Party may seek any relief, including equitable relief provided under law. The Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of Blackboard Connect. This Agreement will be governed and interpreted in accordance with the governing law of the state of the Customer. In addition to any other relief awarded, the prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under applicable law, the remainder of this Agreement will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the Parties and is valid under applicable law. Blackboard Connect is providing a service to the Customer as an independent contractor. No


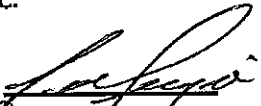


VOID IF EXECUTED AFTER JUNE 29, 2009  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Blackboard Connect or Customer, any rights, remedies or other benefits under or by reason of this Agreement. All notices to Blackboard Connect must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to the attention of the Legal Department at the address on the signatory page. Notices to the Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address on the signature page and to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign this Agreement without the other Party's prior written consent, provided, that Blackboard Connect may assign this Agreement without the Customer's prior consent to (i) a parent, subsidiary or affiliate of Blackboard Connect or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of Blackboard Connect. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Agreement shall benefit and bind the permitted successors and assigns of the Parties. The Agreement may be executed in counterparts and a signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. Except as stated herein, this Agreement may be amended only in writing that refers explicitly to this Agreement and that is signed by an authorized representative of both Parties.

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement, including the Policies, and that person who has signed this Agreement for the Customer is authorized to execute and deliver this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p><b>SACRAMENTO CITY UNIFIED SCHOOL DISTRICT</b></p> <p>AUTHORIZED SIGNATORY: </p> <p>NAME &amp; TITLE: <u>Tom Barentson</u> <u>Deputy Supt./CFC</u></p> <p>NOTICE ADDRESS:</p> <p>5735 47<sup>TH</sup> AVENUE SACRAMENTO, CA 95824-4528</p> <p>NAME: TOM BARENTSON, DEPUTY SUPERINTENDENT</p> <p>TEL: (916) 643-9055</p> <p>EMAIL: TOM-BARENTSON@SAC-CITY.K12.CA.US</p> <p>FAX: (916) 643-9480</p>	<p><b>BLACKBOARD CONNECT INC.</b></p> <p>AUTHORIZED SIGNATORY: </p> <p>NAME &amp; TITLE: <u>Tess Frazier</u></p> <p>NOTICE ADDRESS:</p> <p>BLACKBOARD CONNECT INC. 650 MASSACHUSETTS AVE. NW 6<sup>TH</sup> FLOOR WASHINGTON, DC 20001</p> <p>NAME: TESS FRAZIER, VP</p> <p>TEL: (202) 463-4860, EXT. 2592</p> <p>EMAIL: TESS.FRAZIER@BLACKBOARD.COM</p> <p>FAX: (818) 450-0425</p>
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Fax a signed copy of the contract to (818) 450-0425; Attn: Toni Long, Contract Specialist  
Tel: (202) 463-4860, EXT. 2592; Email: Toni.Long@Blackboard.com

**AGREEMENT FOR SERVICES****Between****SACRAMENTO CITY UNIFIED SCHOOL DISTRICT****And****New Hope Community Development Corporation**August 8<sup>th</sup>, 2011

The Sacramento City Unified School District ("District") and the New Hope Community Development Corporation ("New Hope") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 15<sup>th</sup> 2011 ("Effective Date") with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage New Hope to develop, maintain and sustain programs that offer support services to Sol Aureus College Preparatory Independent Charter School 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; and

WHEREAS, District and New Hope 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 Sol Aureus College Preparatory Independent Charter School 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 care for students, and deter, tobacco, alcohol and other drug use

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**A. Roles and Responsibilities.**

- i. New Hope shall adhere to scope of services outlined in Attachment A for Sol Aureus College Preparatory Independent Charter School :
- ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

**B. Payment.** For provision of services pursuant to this Agreement, District shall pay New Hope \$84,000.00, to be made in quarterly installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by New Hope or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, New Hope shall provide documentation of \$12,600 in-kind match to the District.



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

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, New Hope 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. New Hope 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 New Hope to the District.

E. Fingerprinting Requirements. New Hope agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, New Hope agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

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: New Hope Community Development Corporation of Northern California  
c/o Enoch Yeung  
1821 Meadowview Rd  
Sacramento, Ca 95832

If to: Sacramento City Unified School District  
c/o Zenae Scott, Youth Engagement  
Serna Center  
5735 47<sup>th</sup> Avenue, Box 767  
Sacramento, CA 95824  
916-643-7992

H. Indemnity. New Hope agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by New Hope and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. New Hope has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The

parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement..

I. 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.

J. 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.

K. Assignment. This Agreement is made by and between New Hope and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between NEW HOPE 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.

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

N. 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.

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

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

**DISTRICT:**

By: \_\_\_\_\_  
Jonathan Raymond, Superintendent  
Sacramento City Unified School District

\_\_\_\_\_  
Date

**NEW HOPE:**

By: Enoch Young  
Authorized Signature

8/10/11  
Date

Print Name: Enoch Young

Title: Executive Director

*3/8/10/11*  
*8/12/11*

**ASES: Sacramento City USD and New Hope**  
**Scope of Services: August 15, 2011 to June 30, 2012**  
**Attachment A\***

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**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize New Hope in all 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 New Hope 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 monthly with the District contact person, New Hope site liaison and site administrator to identify program needs, successes, and assistance needed.

**NEW HOPE shall:**

1. 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 Sol Aureus College Preparatory Independent Charter School. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. New Hope will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
3. New Hope will provide an End of Year report on status of all outcomes and objectives.
4. Will 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 New Hope and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
5. Maintain and provide to the District monthly attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
7. Develop special activities or field trips for the sites individually and collectively. The New Hope shall obtain prior parental permission for students' participation in New Hope-sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
8. 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.
9. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
10. Communicate progress of project/partnership development on a timely and consistent manner to the District.
11. Communicate new partnership opportunities with the District.
12. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
13. Provide a site coordinator and sufficient staffing to maintain a 20:1 student/staff ratio.
14. Utilize the Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
15. Provide annually in-kind support and direct services totaling approximately \$12,600, such financial support to be itemized and reported monthly to the District.

16. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
17. Act as liaison with parents in supporting the Family Literacy component

**Sol Aureus SAC PREP 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.

MEMORANDUM OF UNDERSTANDING  
RE: 21<sup>st</sup> CENTURY COMMUNITY LEARNING CENTERS FOR ASSETS

This memorandum of understanding ("MOU") is entered into by and between the Sacramento City Unified School District ("District"), a California public school district, and the City of Sacramento ("City"), a municipal corporation and charter city. 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 District have entered into the MOU with reference to the following facts and circumstances:

WHEREAS the District and the City have an interest in developing and implementing a high school after-school program that promotes educational and enrichment opportunities for youth ("Program"); and,

WHEREAS the District has been awarded grant funding from the 21<sup>st</sup> Century High School After School Safety and Enrichment for Teens ("ASSETs") Program for six high schools to implement an after-school educational and enrichment program. The award letter is attached as Attachment A.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM OF MOU; TERMINATION

This MOU shall commence December 3, 2007, and shall remain in effect until June 30, 2012. The terms of this MOU will be reviewed and modified annually unless either Party gives written notice of termination to the other Party in the manner specified in Paragraph 2. Either party may terminate this MOU without cause with 60 days written notice. In the event of termination, the Parties will cooperate to minimize disruption to existing or continuing programs. Extension and/or renewal of this MOU beyond the dates identified above shall be contingent upon the availability of continued funding from the ASSETs program and mutual agreement of the Parties.

2. NOTICE

District's representative for administration of this MOU shall be Philip Moore; City's representative shall be Sylvia Fort. Any communication required during the term of this MOU, including, without limitation, notice of termination, shall be deemed given when served by personal delivery, fax, or when placed in the United States Mail, postage prepaid, and addressed as follows:

CITY  
AGREEMENT NO. 2008-0022

Notice to City:

Sylvia Fort  
Recreation Manager  
Department of Parks & Recreation  
City of Sacramento  
3801 Power Inn Road  
Sacramento, CA 95826  
(916) 808-8381

Notice to District:

Philip Moore  
Community Health & Educational  
Support Services  
SCUSD  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824  
(916) 643-9430

Any Party who desires to change the identity of its representative or its address for notice may do so by giving notice as described above.

3. PROCEDURES

A. City's Responsibilities

1. Provide the Program at up to six school sites from December 3, 2007, through June 30, 2012, subject to the availability of sufficient funding from the ASSETs program or other grant funds; the school sites shall be mutually agreed upon by the Parties.
2. Develop the elements of the Program in conjunction with the District, other community-based organizations and partners, and the school site to include a minimum of one hour of homework and/or tutoring assistance per day. Program elements shall also include other educational and enrichment/recreational activities to be mutually agreed upon by the Parties.
3. Hire or contract with staff/consultants to sufficiently and effectively staff the Recreation Program component of the Program.
4. All City staff members who directly supervise students shall meet the minimum qualifications for an instructional aide in the school district.
5. Ensure that the Program maintains a student-to-staff ratio of no more than 20 to 1.

6. All Program staff and volunteers shall be subject to health screening and fingerprint clearance requirements in current law and the district policy for school personnel and volunteers.
7. Provide a City Recreation Supervisor at each school site to supervise the Program. Each City Recreation Supervisor shall provide Program development and direction with the District Coordinator and site Principals; oversee Program implementation; coordinate and organize staff/volunteer training; supervise the site staff; and, monitor the recreation and enrichment portion of the Program.
8. Invoice the District on a quarterly basis for one quarter of the City's cost in accordance with the annual budget for 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012 that is attached as Attachment B and incorporated into this MOU in full ("Annual Budget".)
9. Provide in-kind support and direct services totaling an amount not to exceed \$125,000 annually.
10. Seek other resources to support the Program.
11. Cooperate with, and provide information to, the District and the District's Program evaluator during the District's performance of any evaluation required by the terms of the ASSETs program.
12. Develop special activities or field trips for the sites individually and collectively. The City also agrees to obtain prior permission from students' parents and school site principal or designee for students' participation in City-sponsored field trips and excursions.
13. Comply with the District and school site joint use agreement and permits regarding liability, maintenance, damage etc. at each program site.
14. Comply with requirements of the USDA and SCUSD Nutrition Services Office related to administration and operation of after school snack and other District sponsored nutrition programs. The City agrees to maintain as current and deliver daily all records required by the Nutrition Services Office subject to review and forfeiture of the following month's food service program for non-compliance.
15. Comply with the California Department of Education grant requirements for training of ASSETs program personnel by



allowing at least one City Recreation Supervisor to be involved in the training and to attend mandated meetings.

16. Invoice the District on a quarterly basis for City-incurred overhead and Program costs as agreed to in the Annual Budget. City overhead and Program costs will be recalculated annually as part of the annual budget development.

B. District Responsibilities

1. Provide school site facilities including classroom access at up to the six school sites for the Program at no charge to the City.
2. Provide teachers and/or instructional aides for education/tutorial Program components.
3. Subject to District's collective bargaining obligations, attempt to modify custodial schedules at the school sites so that custodial charges to the ASSETs program can be minimized.
4. Pay the City quarterly based on one quarter of the agreed upon annual budget for the City's cost of delivery of the Program for 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012 in an amount not to exceed \$250,000 annually.
5. Support the development of the Program's educational curriculum, materials, and training that can benefit the educational outcomes component of the school sites.
6. Perform, at its sole cost, all evaluations required by the ASSETs program, including the collection of educational and demographic data needed to evaluate the Program.
7. Provide Program registration forms, which meet both District and City requirements/needs.
8. Submit all required reports to the California Department of Education; advise and train City staff on the ASSETs program grant requirements; and, serve as a liaison between the City and the California Department of Education to answer questions related to compliance with the ASSETs program grant requirements.
9. Work with the City to mutually appoint a committee to develop and implement the Program.

10. Work with the City to develop an effective ASSETs program marketing and recruitment component to attract students into the Program.
11. Comply with the California Department of Education grant requirements for training of ASSETs program personnel by providing, at its sole cost, for at least one City Recreation Supervisor involved in the Program to attend training mandated by the ASSETs program.
12. Provide an afternoon snack to program participants through the District's Nutrition Services Division.

C. School Site Responsibilities

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 participant parents.
5. Help with distribution and collection of school site Program evaluation information.
6. 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.
7. Provide space for the Program to operate, including office space for the site coordinator, classroom space for the classes, and storage space for Program supplies/materials.
8. Help coordinate custodial and storage needs of the Program.

4. NO JOINT VENTURE

This MOU shall not create between the Parties a joint venture, partnership, or any other relationship of association.

5. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

City and its employees and agents performing services related to this MOU are not agents or employees of District and are not entitled to any of the rights and/or benefits of District employees.

District and its employees and agent performing services related to this MOU are not agents or employees of City and are not entitled to any of the rights and/or benefits of City employees.

If in the performance of this MOU any persons are employed by City, such persons shall be entirely and exclusively under direction, supervision and control of City. If in the performance of this MOU any persons are employed by District, such persons shall be entirely and exclusively under the direction, supervision and control of District.

6. INDEMNIFICATION / INSURANCE

The Parties incorporate, and agree to be bound by, the insurance and indemnity provisions of the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority Regarding Hold Harmless and Insurance Provisions dated May 31, 2001 (City Agreement # 2001-050). City Agreement # 2001-050 is incorporated in full into this MOU and is attached as Attachment C.

7. NON-WAIVER

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

8. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and supercedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

9. ASSIGNMENT PROHIBITED

Neither Party may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

10. SEVERABILITY

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

11. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which the Agreement is signed.

12. COUNTERPARTS

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

13. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

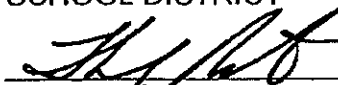
14. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

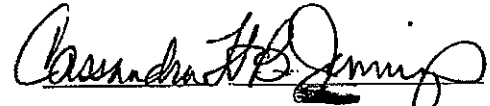
15. AUTHORITY

The people executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party, and to bind their respective Party to the terms of this MOU.

SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT

  
Thomas S. Barentson  
Deputy Superintendent/CFO


CITY OF SACRAMENTO

  
Cassandra H.B. Jennings, Assistant City Manager  
for Ray Kerridge, City Manager/January 16, 2008

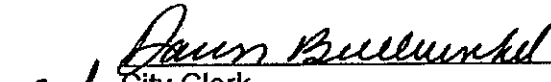
BOARD Approved:  
January 17, 2008

SA08-00320

Approved as to Form:

  
Michael T. Sparks  
Senior Deputy City Attorney

Attest:

  
and Dawn Bullwinkel  
City Clerk 1-17-08

CITY  
AGREEMENT NO. 2008-0022

8/16/11  
8/16/11

## **RESOLUTION NO. 2008-020**

Adopted by the Sacramento City Council

January 15, 2008

### **APPROVING A MOU WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO OPERATE AFTER-SCHOOL PROGRAMS AT HIGH SCHOOLS FUNDED BY CALIFORNIA DEPARTMENT OF EDUCATION 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTERS GRANT**

#### **BACKGROUND**

- A. The No Child Left Behind Act of 2001 signed into law in January of 2002, authorizes the California Department of Education (CDE) to administer California's 21<sup>st</sup> Century Learning Centers program. This state-administered, federally-funded program provides five-year grant funding to establish or expand before and after school programs that provide disadvantaged K-12 students with academic enrichment opportunities and support services.
- B. The City and the District desire to have the City's Parks and Recreation Department staff expand the City's before and after school programs to up to six high school sites as a subcontractor to the District. This report addresses the City's role in that capacity.
- C. All costs incurred by the City in the operation of the before and after school programs at the six high school sites will be reimbursed by the District pursuant to the terms of the MOU; therefore, no General Fund appropriation is required.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

Section 1. The City Manager is authorized to execute a memorandum of understanding and any extensions, amendments, or other related documents with the Sacramento City Unified School District as necessary for the City to be a 21<sup>st</sup> Century Community Learning Center program subcontractor to the District at up to six high school sites and to be reimbursed by the District up to \$250,000 annually in FY 2007/2008 through FY 2011/2012.

Section 2. The operating Budget in Parks and Recreation Department for FY 2007/2008 through FY 2011/2012 is hereby amended to reflect the operation of the 21<sup>st</sup> Century program as follows:

Revenue		
2702-50000-G724-338020	Misc. Other Agencies	\$250,000

Expense		
1001-19000-19001741-810050	Base Labor Adj.	\$220,000
1001-19000-19001741-502150	Non-CIP Labor Adj.	\$(220,000)
2702-50000-G724-411010	Emp. Services	\$220,000
2702-50000-G724-433060	Other Prof. Services	\$ 20,000
2702-50000-G724-456010	City Sp. Comm Trips	\$ 7,000
2702-50000-G724-463010	Food (Human Con.)	\$ 3,000

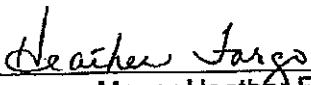
Adopted by the City of Sacramento City Council on January 15, 2008 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: None.

  
Mayor Heather Fargo

Attest:


  
Shirley Concolino, City Clerk

California Department of Education

**GRANT AWARD NOTIFICATION**

AO-400 (Rev. 2/06/06)

Pl  
V  
Contract

<b>GRANTEE NAME AND ADDRESS</b> Magdalena Carrillo Mejia, Superintendent Sacramento City Unified School District PO Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>			
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>
				07	14535	6743	4A
<b>Attention</b>				<b>COUNTY</b>  34	<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>		
<b>Program Office</b>					<b>Resource</b>	<b>Revenue Object</b>	
<b>Telephone</b> (916) 643-9000					4124	8290	
<b>Name of Grant Program</b> 21st Century High School After School Safety and Enrichment for Teens (ASSETs) Program-Core							
<b>GRANT AMOUNT</b>	<b>Original/Prior Amendments</b>	<b>Amendment Number</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Index</b>	<b>Federal Catalog Number</b>	
	\$1,205,000.00			\$1,205,000.00	0604	84.287	
<b>AWARD DATES</b>	<b>Starting</b>		<b>Ending</b>				
	July 1, 2007		December 31, 2008				
Dear Superintendent Carrillo Mejia:							
Congratulations! I am pleased to inform you that you have been funded for 18 months of your <u>five-year</u> 21st Century Community Learning Centers (CCLC) After School Safety and Enrichment for Teens (ASSETs) Program grant.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.							
Please return the original, signed Grant Award Notification (AO-400) to:							
After School Policy and Evaluation Office California Department of Education 1430 N Street, Suite 6408 Sacramento, CA 95814-5901							
<b>California Department of Education Contact</b> Nina Ures				<b>Title</b> Analyst			
<b>E-mail Address</b> nures@cde.ca.gov					<b>Telephone</b> (916) 319-0200		
<b>Signature of the State Superintendent of Public Instruction or Designee</b> 					<b>Date</b> September 4, 2007		
<b>CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND ASSURANCES</b>							
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions;							
and I agree to comply with all requirements as a condition of funding.							
<b>Printed Name of Authorized Agent</b>				<b>Title</b>			
<b>E-mail Address</b>					<b>Telephone</b>		
<b>Signature</b> ▶					<b>Date</b>		



**SCUSD AND CITY OF SACRAMENTO  
21<sup>st</sup> CENTURY ASSETS PROGRAM BUDGET**

**PROGRAM BUDGET**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3-5</b>
<b>Services to be Provided</b>	<b>FY 2007-08 Projected</b>	<b>FY 2008-09 Projected</b>	<b>FY 2009-12 Projected</b>
Comprehensive enrichment/ recreation program. Recreation instruction and other contracted services at up to 6 school sites.	Labor \$220,000	Labor \$220,000	Labor \$220,000
	Services & Supplies \$30,000	Services & Supplies \$30,000	Services & Supplies \$30,000
<b>Total</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>

The annual program budget for FY 2007-2008 shall not exceed \$250,000 and shall be to provide services at up to 6 school sites only. The amount of service delivered in future fiscal years will be adjusted to the fixed annual rate of \$250,000. The City shall invoice for reimbursement for costs incurred on a quarterly basis not to exceed the annual budget pursuant to Section A.9 of this MOU.

Projected allocations will be reviewed and adjusted quarterly based on Program attendance, availability of supplemental funding sources and projected costs for delivery of services to be provided.

**Memorandum of Understanding  
City of Sacramento  
Schools Insurance Authority  
Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla School District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

**Purpose**

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOUs between the City and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

## **Agreement**

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each party's respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost-sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

## **Hold Harmless Agreement**

### **INDEMNIFICATION**

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.

## INSURANCE

City Insurance. 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.

### 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

#### A. 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).

#### B. Comprehensive Business Auto *(Only used when applicable to agreement)*

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.

#### C. 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:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) 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.

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

C. Comprehensive Business Auto (Only used when applicable to agreement)

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.

## Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

## Term

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

## Amendments and Alterations

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

N/A

N/A

\_\_\_\_\_  
City of Sacramento

\_\_\_\_\_  
Date

N/A

N/A

\_\_\_\_\_  
Schools Insurance Authority

\_\_\_\_\_  
Date

**\*\*\* No signature is required, the Hold Harmless MOU has already been executed. An executed copy will be attached to the contract.**