

**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.



**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-

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.

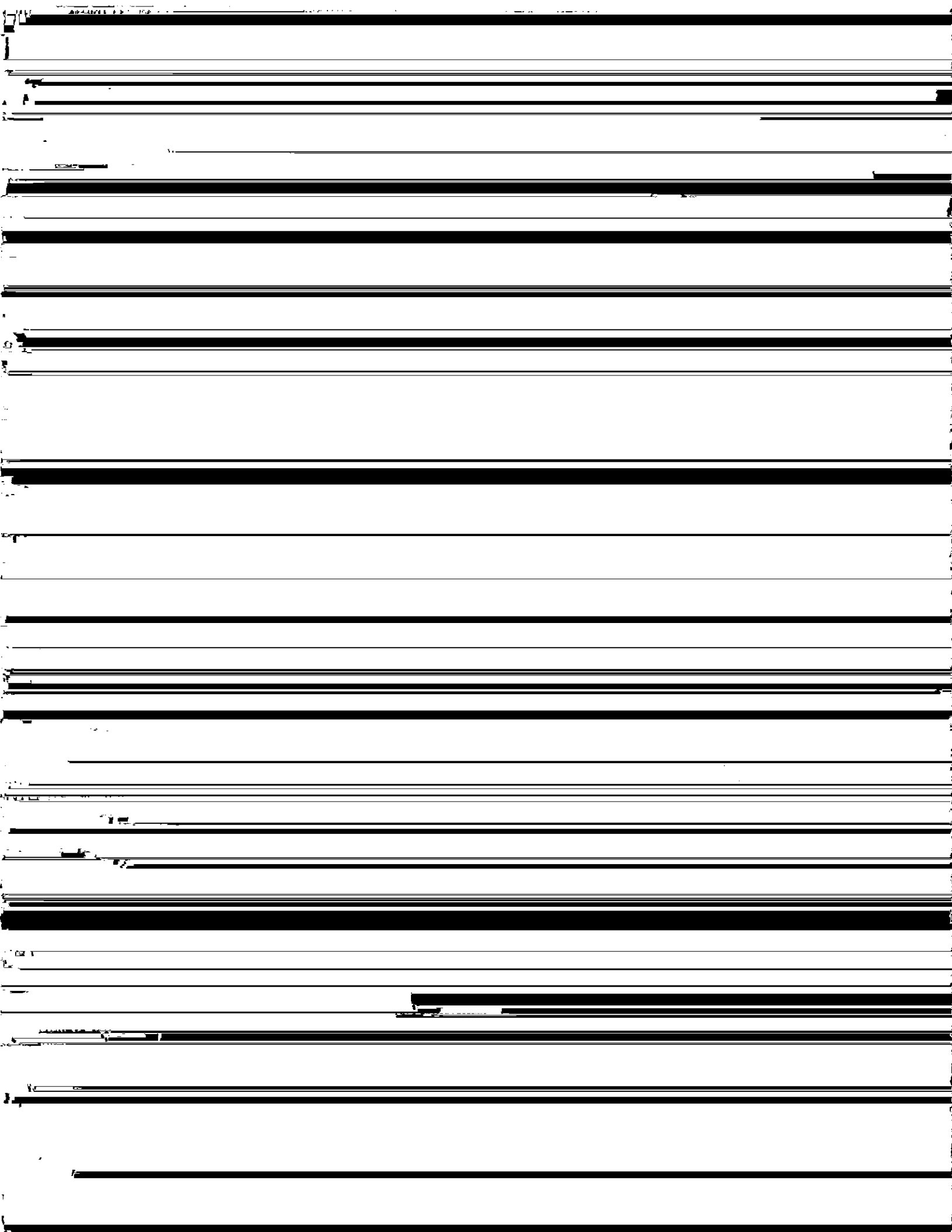
(Year 5 of 5)

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		

2-11-09 03:17



**Blackboard**

Provisions of this Agreement are intended to shall be construed to benefit users or else to any person or entity other than Blackboard Connect

SA12-00126

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And

~~\_\_\_\_\_~~

August 8<sup>th</sup>, 2011



C. Independent Contractor. While engaged in providing the services provided in this Agreement, the Contractor shall be deemed to be an independent contractor of 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

... shall remain in

**DISTRICT:**

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

\_\_\_\_\_ Date

**NEW HOPE:**

BY: Jonathan Raymond

8/10/11



16. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.

Sol Aureus SAC PREP shall:

1. ~~Designate a school staff person to work directly with the site coordinator for program planning, staff hiring~~

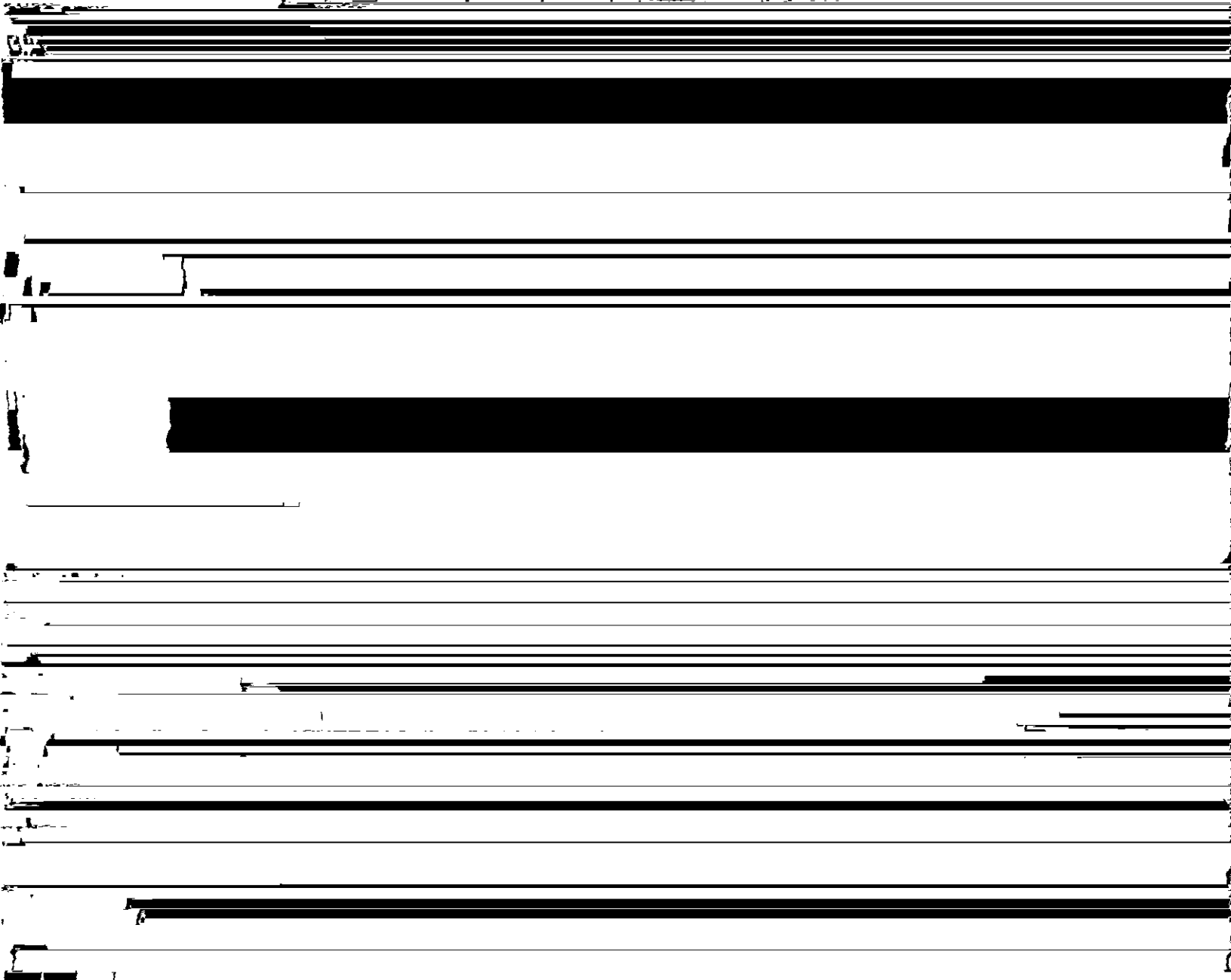
MEMORANDUM OF UNDERSTANDING  
RE: 21<sup>st</sup> CENTURY COMMUNITY LEARNING CENTERS FOR ASSETS

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



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

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

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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



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.

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~~

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

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.

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, control and

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

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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

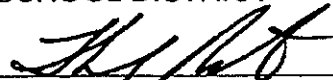
The people executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party and to bind their

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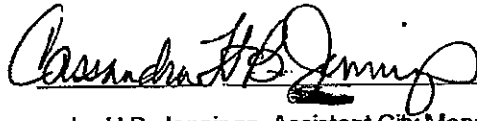
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SCHOOL DISTRICT

  
Thomas S. Barentson

1/30/08



Cassandra H. Jerning, Assistant City Manager

**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 ~~through the form 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:**

~~He executes a memorandum of~~

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.

None None

Abstain: None.

Absent: None.

Heather Fargo  
Mayor Heather Fargo

Attest:

Shirley Concolino  
Shirley Concolino, City Clerk





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

Services to be Provided	Year 1 FY 2007-08 Projected	Year 2 FY 2008-09 Projected	Year 3-5 FY 2009-12 Projected
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**Memorandum of Understanding**

**Hold Harmless and Indemnification Provisions**

**Introduction**

The City of Sacramento (hereinafter the City) is a public entity which enters into  
Memorandum of Understanding (MOU) with

The parties to this agreement are resolved to utilize equitable hold harmless  
provisions in the contractual agreements and MOUs between the

**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.

City of [redacted] CITY of its sole cost and expense and for the full term of this [redacted]

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

**Severability**

Should any part of, term, condition, or provision of this MOU be determined by a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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