



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: September 1, 2016

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Family & Community Engagement; Safe;286.t BT a 1B 9(il3/P <</2494(;(ng)10ml46
2. Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

Estimated Time of Presentation: N/A
Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Kimberly Teague, Contract Specialist
Approved by: José L. Banda, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

Contractor

Description

Amount

SPECIAL EDUCATION

A17-00023
California Department
of Education

7/1/16 – 6/30/17: After School Education and Safety (ASES)
Program Grant. Components include educational and literacy
elements focusing on activities that reinforce and
complement the academic programs, as well as recreational
and youth development. Programs provide safe and
constructive alternatives for students at 47 oC 93(5)3.1()-11F.cw 9.9.96 0 T-2115 182.a

SPECIAL EDUCATION

SA17-00079
Eaton Interpreting
Services

7/1/16 – 6/30/17: Deaf interpreting services for students as requested by the Special Education Department.

\$99,225
Special
Education
Funds

SUPERINTENDENT

SA17-00065
SMUD

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

\$119,971
General
Funds

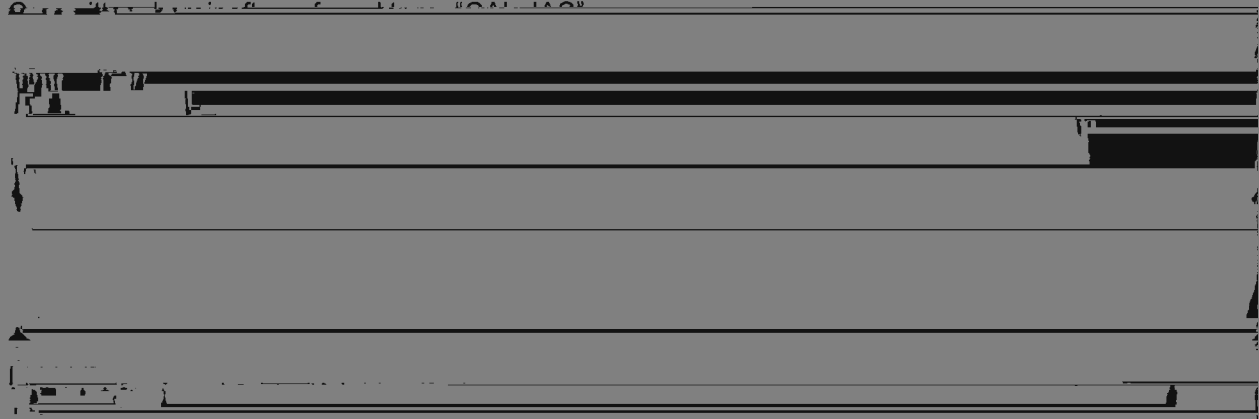
RECOMMENDED BDD:yy 6 58 91.8BBDC 6 12 627196 L(PI96 T(PI996 ES PR)5(O96 J)6 E7)5(

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

This agreement entered into this 4th day of July 2016, by and between the Sacramento City Unified



School District, hereinafter referred to as "District", and the California Fire Fighter Joint Apprenticeship

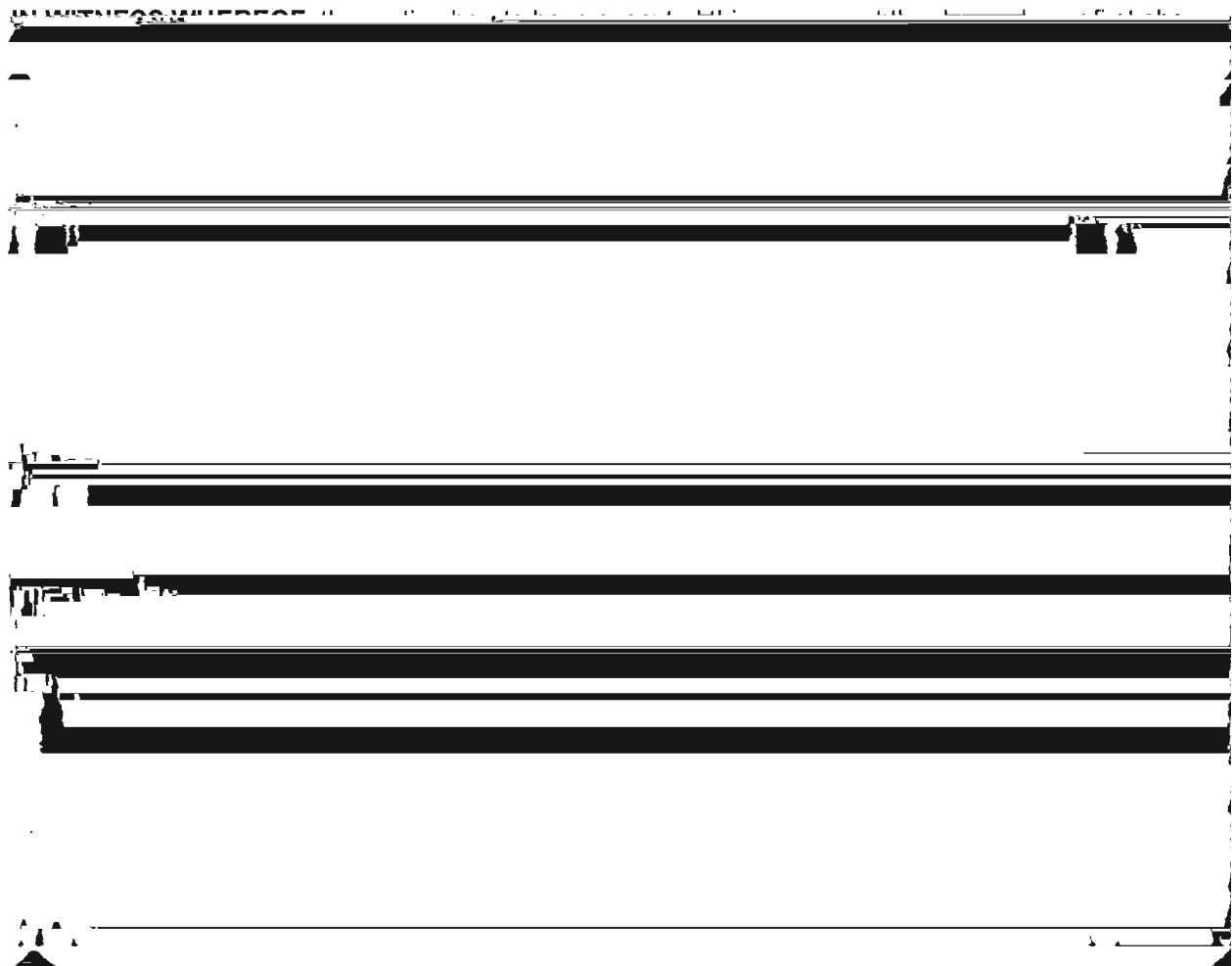


4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to the California Education Code, Sections 8150 and 8152 of Article 8, Chapter 1, Part 6, Title 1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

ARTICLE III – RESPONSIBILITY OF CAL-JAC

The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment and supplies for the prescribed instruction in the CAL-JAC. The CAL-JAC will provide

sufficient instructional staff possessing the proper credentials established by the District, or as



written.

Sacramento City Unified School District

California Firefighter
Joint Apprenticeship Committee

Gerardo Castillo _____ e de la Peña

Chief Business Officer

Di

Date:

AGREEMENT FOR PEACE OFFICER ASSIGNMENT

THIS AGREEMENT ("Agreement") is entered into upon approval and signature of the

[REDACTED]

Parties, by and between the **CITY OF SACRAMENTO**, a municipal corporation and charter City, hereinafter referred to as the "City" and the **SACRAMENTO**

[REDACTED]

2. TERM

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

3. SCOPE OF WORK

City agrees to assign eight (8) officers (collectively, the "Police Officers") to the

[REDACTED]

minimum staffing level under this Agreement. The Police Officers shall work under the supervision of a Supervisor assigned to the Youth Services Unit. The Police

[REDACTED]

and the Police Officers shall have full authority to act to discharge their law enforcement duties pursuant to the policies and practices of the Sacramento Police

Department. In circumstances where District Commanders shall be consulted with

5. SUPERVISING SERGEANT

The Police Officers' supervising sergeant (the "Supervising Sergeant") shall have direct supervision and control over the Police Officers assigned to the District. The

Supervising Sergeant, at the District's request, shall also assist and advise the District with respect to public safety and protection issues. The Supervising Sergeant will coordinate with the City Police Department and, if appropriate, the County Sheriff's Department regarding the investigation of crimes reported on District facilities and areas

equipment for the vehicles, and maintenance for the vehicles at the rates set forth in Exhibit D which is attached hereto and incorporated herein by this reference. The

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

principal/agent as between the District and the Police Officers assigned under this Agreement. Directions issued by the District to the Police Officers only relates to the objectives to be achieved and not the actual means to accomplish such objectives. City

shall assume responsibility for federal and state income tax withholding for their employees, including but not limited to the Federal Income Tax (FIT), State Income Tax

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.

[REDACTED]

in violation of applicable law, ordinance, regulation, or rule, including where the [REDACTED]

1) Premises Operations

2) ~~Product Operations~~

3) Personal Injury

~~B Workers' Compensation and Employment Liability~~

~~A policy written to cover the following risks:~~

- 1) Premises Operations
- 2) Blanket Contractual

Workers' Compensation and Employers' Liability

providing coverage for any and all employees of the District

thirty (30) days after the date of said notice. If either Party gives such notice of

termination to the other Party, the other Party shall immediately cease rendering Services pursuant to this Agreement. In the event of such termination, City shall be paid for its services performed to the effective date of such termination. The foregoing notwithstanding, neither of the Parties waives their right to recover damages against the other for breach of this Agreement including, without limitation, any amount necessary

to compensate one Party for all detriment proximately caused by the other Party's failure to perform its obligations hereunder or which, in the ordinary course of things

20. NON-WAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The interpretation and enforcement of this Agreement shall be governed by the laws of ~~the State of Florida~~ in the state in which the Agreement is signed. The Parties agree

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

disclose such confidential records

30.

~~With respect to any breach or dispute arising under this Agreement the Parties~~

shall meet and attempt, in good faith and in using their best and reasonable efforts, to resolve the same. If such breach or dispute is not resolved by the Parties, then the Parties shall meet and attempt to agree on an appropriate mode of resolving the

dispute or breach, e.g. arbitration, mediation or other forms of alternative dispute resolution.

CITY OF SACRAMENTO, a municipal corporation

By

John F. Shirey
City Manager

Attest:

CITY CLERK

By:

DEPUTY CITY ATTORNEY

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a local public agency

EXHIBIT A

[REDACTED]

The School Resource Officer (SRO) will work closely with school staff in identifying

[REDACTED]

[REDACTED]

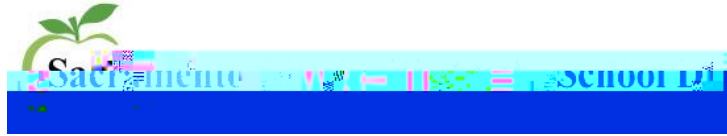
specific problems and focus on long-term solutions. The SRO will establish and

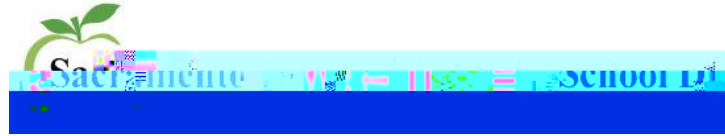
[REDACTED]

school's Emergency Preparedness plan.

The CDA will take conflicts among youth groups within the school environment. They

will operation under the philosophy of community oriented policing and problem solving
in schools, campuses and surrounding neighborhoods.

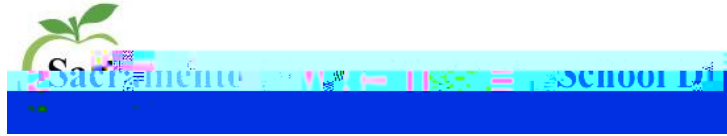




to the appropriate federal, state, and/or local tax authorities.
compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.
The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7



144-00091
SAIS-00101

SAIS-00102
SAIS-00005

ADDENDUM TO EMPLOYEE LEAN AGREEMENT NO. 1

ADDENDUM TO EMPLOYEE LEAN AGREEMENT NO. 1

SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD), Sacramento City Unified School District (SCUSD) and SALTARBS (Saltarbs) are collectively referred to as the Parties.

On February 13, 2014, the Parties executed an Employee Loan Agreement (hereinafter "Agreement") setting forth the terms and conditions whereby SMUD would loan SMUD

[REDACTED]

714-00097

EMPLOYEE LOAN AGREE ENT

[REDACTED]

Terms

Wh

34 While Starks is the Director of Community Development, BMTID will conduct

[REDACTED]

primary duties as the Director of Community Engagement will be managerial in nature and that he will be expected to devote all or substantial

t

Success shall average at least 40 hours a week.

[Redacted content]

the other Party (or Parties), as determined by the arbitration award, its reasonable attorneys' fees,

[REDACTED]

ay am

[REDACTED]

Municipal Utilities District

JOHN D. 10

4

By

Name:

(or Print)

Title:

D