

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: March 15, 2018

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: None

Financial Considerations: See attached.

LCAP Goal(s): College, Career & Life Ready Graduates, Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor

New Grant

Bid No: 0525-409, John F. Kennedy Gym Floor & Bleacher Removal

Bids received: February 26, 2018

Recommendation:

AGREEMENT FOR SUMMER SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services
And**

ROBERTS FAMILY DEVELOPMENT CENTER

[REDACTED]

The Sacramento City Unified School District ("District") and ROBERTS FAMILY DEVELOPMENT CENTER (RFDC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on March 15, 2018, ("Effective Date") with respect to the following recitals:

[REDACTED]

A. Roles and Responsibilities.

[REDACTED]

[REDACTED]

[REDACTED]

WHEREAS the District desires to engage RFDC to develop, maintain and sustain SUMMER

H. Indemnity. RFDC 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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Applicable Law/Venue

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

by RFDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC has no obligation under this Agreement to indemnify and hold harmless the

E. Fingerprinting Requirements. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, RFDC shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils

[REDACTED]

Confidential Records and Data

[REDACTED]

complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. RFDC shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, RFDC shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC

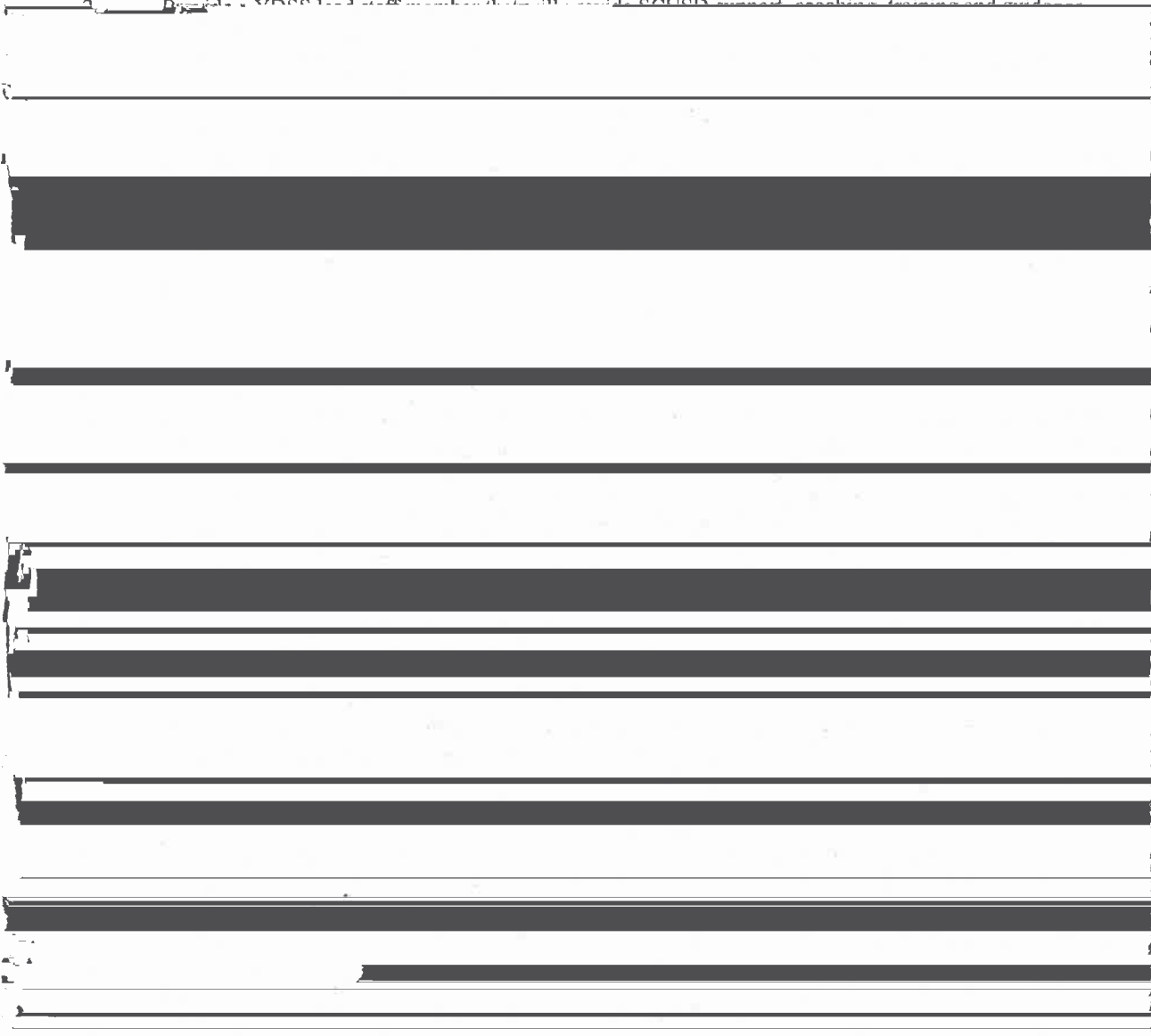


**Sacramento City Unified School District and Roberts Family Development Center:
SUMMER MATTERS Scope of Services
Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.

2. Provide a SDCS lead staff member that will provide SCUSD support, coaching, training and guidance



3. needed to operate the summer programing
Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum

AGREEMENT FOR SUMMER SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services

And

Rose Family Creative Empowerment Center

The Sacramento City Unified School District (“District”) and Rose Family Creative Empowerment Center (RFCEC) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on March 15, 2018, (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage RFCEC to develop, maintain and sustain Freedom School programming, providing summer academic and enrichment services to the following sites

[REDACTED]

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse RFCEC for direct services not to exceed \$307,664, to be made in installments upon receipt of properly submitted invoices.

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide a representation of a \$46,150 (15%) in-kind match to the District.

[REDACTED]

Within one week of commencement of the services outlined in this Agreement, RFCEC shall

[REDACTED]

noncontributory." If insurance is not kept in force during the entire term of the Agreement

[REDACTED]

Indemnity

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

P. . 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:

Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District

Date

ROSE FAMILY CREATIVE EMPOWERMENT CENTER:

By:

Date

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Print Name

Title:

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**SUMMER MATTERS Scope of Services
Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes and provide assistance as needed.

AGREEMENT FOR SUMMER SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services

And

Rose Family Creative Empowerment Center

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By:

Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District

Date

ROSE FAMILY CREATIVE EMPOWERMENT CENTER:

By:

Date

5

Print Name

Title:

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SERVICES AGREEMENT

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As of July ___, 2018

Pa Sacramento, California

Pa

Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and City Year, Inc., a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116 (hereinafter referred to as "Contractor").

Appendix C: Data Sharing, Appendix D: Whole School Whole Child Services, Appendix E: City Year and Leadership, Appendix F: AmeriCorps Member Training and On-Going Professional Development, Appendix G: Corporate Support for City Year and Appendix H: Extended Learning and AfterSchool Program Activities, all of which are incorporated by this reference as if fully set forth herein.

ARTICLE 2. TERM.

This Agreement shall commence on

another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

AR TICLE 11ASSIGNMENT.

Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

AR TICLE 12NTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:w 5.5

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

SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT

CITYSTAR, INC.

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
Jessica Greenfield
Executive Vice President & Chief Financial
and Administrative Officer

Date

Date

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~~A: AGP~~ ~~B: AGP~~

~~PHH~~ (See 45 CFR § 2520.65)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (“CNCS”), staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

~~PHH~~ (See 45 CFR §§ 2540. 100)

1. Nonduplication.
 - i. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section

are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

2. Nondisplacement.

- i. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- iv. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 1. Will supplant the hiring of employed workers; or
 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- vi. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 1. Presently employed worker;
 2. Employee who recently resigned or was discharged;
 3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 5. Employee who is on strike or who is being locked out.

R ~~116~~ See 45 CFR §§ 2520.40-45) AmeriCorps members may raise resources directly in support of your program's service activities.

- i.) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 - 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
 - 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - 3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - 4) Securing financial resources from the community to assist in launching or expanding a program that or 15uessor Inc mxpa0.4(ol) -3.9(s)6.5(e)-rvies t te members te cmrity ais10.5()JTJ 0

- 1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - 2) Write a grant application to the Corporation or to any other Federal agency.
- iii.) An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the

- f* ELA and math assessment data (e.g. teacher-produced, district interim and benchmark, district and state standardized tests);
- f* ELA and math marking period grades and end-of-course grades;
- f* ELA and math course assignments and grades;
- f* student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- f* class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. section

and agrees to require City Year Personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any

Ap D

AmeriCorps members deliver these integrated services throughout the day, from before the first bell to the end of the school day, and in many schools, through the conclusion of afterschool programming. This full-time service provides a continuous, supportive presence throughout the day and can help to build connections between students' classroom learning and their before- and afterschool experiences. City Year teams encourage students to attend morning or afterschool programs, and with the help of data, they can check to see that the students who are attending are those who need additional support. In City Year sites that support afterschool programming, this aspect of the WSWC model:

- f* Increases the relevance of extended learning time to best meet the individual needs of students.
- f* Deliberately links in-school learning and afterschool engagement opportunities.
- f*

~~Ad~~ ~~CSFLH~~ E: ~~CSFLH~~

A robust, local City Year leadership team will oversee all aspects of service provided to your district. This team is organized to streamline City Year's communications with district and school partners, and to manage daily service delivery and the timely fulfillment of the partnership's performance targets at both the district and school level. Key City Year team members include:

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1. The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:

- x risks associated with extended learning in out-of-home settings, including the After School Program
- x that the child might be exposed to physical hazards, emotional demands, communicable diseases, weather conditions or other unanticipated events, none of which are the responsibility of City Year
- x authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program
- x releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors and all volunteers from any and all liability, loss or damage, actions, claims and demands which now have or which may hereafter arise from the child's participation in the routine activities of the After School Program
- x certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
- x agreeing that should any injury occur to the child during participation in said

Appendix I: Vote of the Sacramento City Unified School District.