



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

Meeting Date: January 12, 2012

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

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

Financial Considerations : See attached.

Documents Attached :

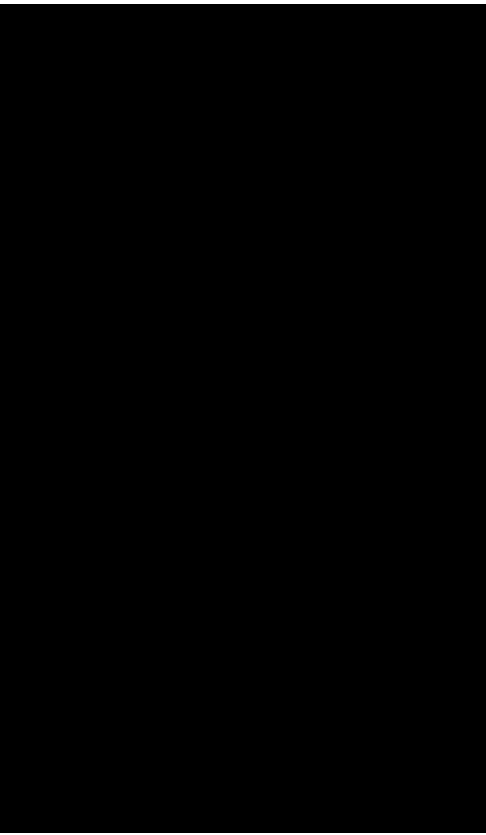
1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment

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

YOUTH DEVELOPMENT

SA12-00252
City of Sacramento –
START Program

8/15/11 – ~~6/30/12~~: Develop, maintain and sustain academic enrichment programs that offer support services to the 27 elementary schools listed below during the critical after school hours. Programs are designed to







ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

Contractor shall have the right to copyright, disclose, disseminate and use, in whole or in part, any data and information developed by Contractors employees under this Agreement.

District and Contractor each agree not to use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this Research Agreement or any product



ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Consultant affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 19. CALIFORNIA LAW.

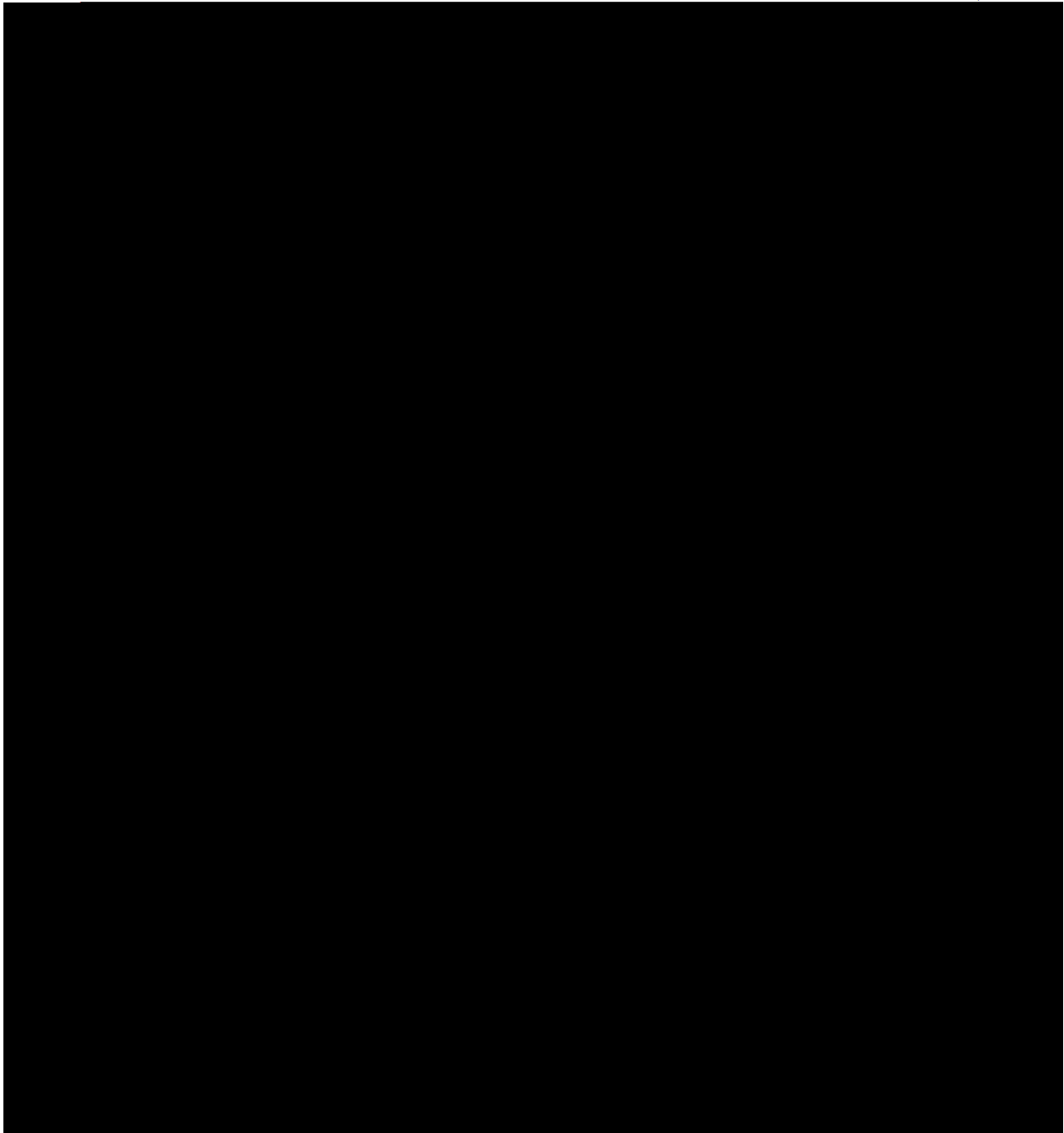
This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.





Attachment A

Scope of Work



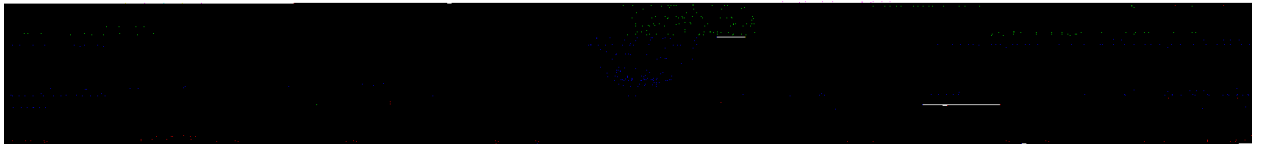


	Total	Total	Total	Total	Total	Total



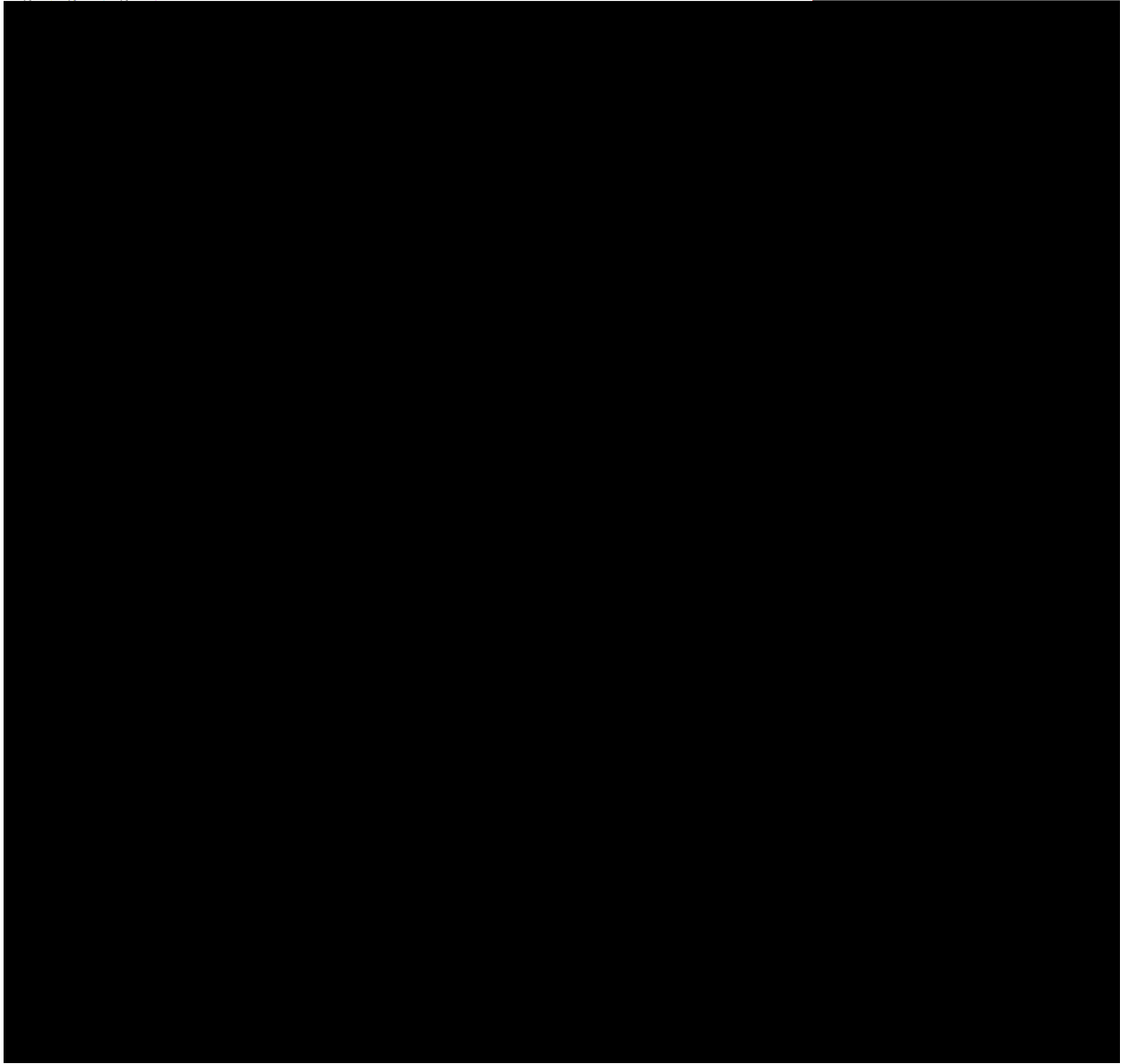
Attachment 2

WORKING DRAFT - FOR REVIEW ONLY - NOT FOR DISTRIBUTION



PROJECT TITLE	PROJECT NUMBER	AWARD TYPE	PROJECT STATUS	PROJECT START DATE	PROJECT END DATE	PROJECT BUDGET	PROJECT FUNDING SOURCE
PROJECT TITLE	PROJECT NUMBER	Continuation Discretionary					5735 - 47th Ave Sacramento, CA 95824

RECIPIENT PROJECT DIRECTOR



AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FACE: Youth Development Support Services
Youth Engagement Services**

And

City of Sacramento, START Program

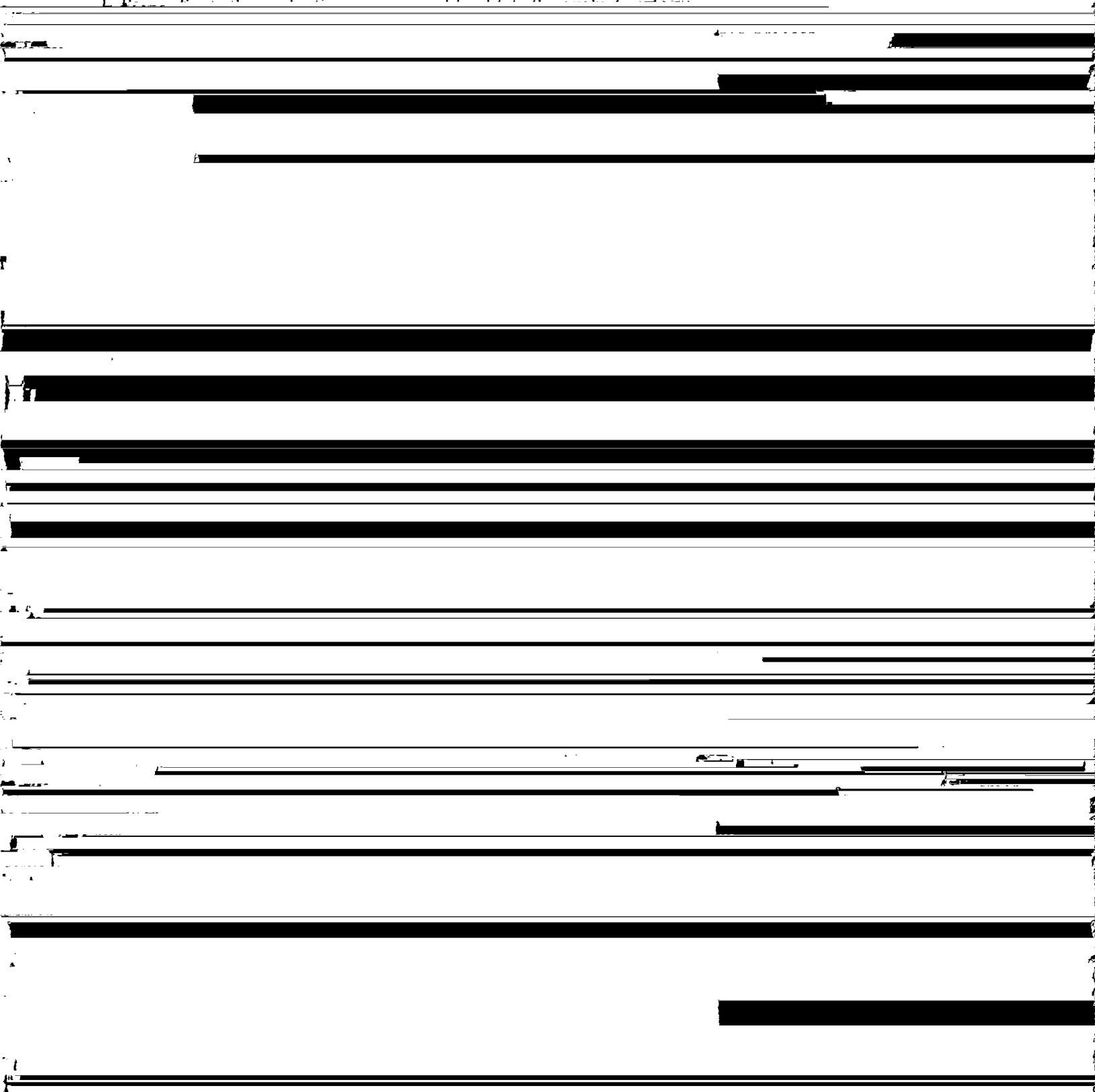
The Sacramento City Unified School District ("District") and the City of Sacramento ("City"), collectively hereinafter referred to as "the Parties," hereby enter into this Agreement for START Program services ("Agreement") effective on August 15th, 2011 ("Effective Date").

RECITALS

WHEREAS, the District desires to engage City's Sacramento START Program to develop, maintain and sustain programs that offer support services to 27 elementary schools outlined in Attachment B during

including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.

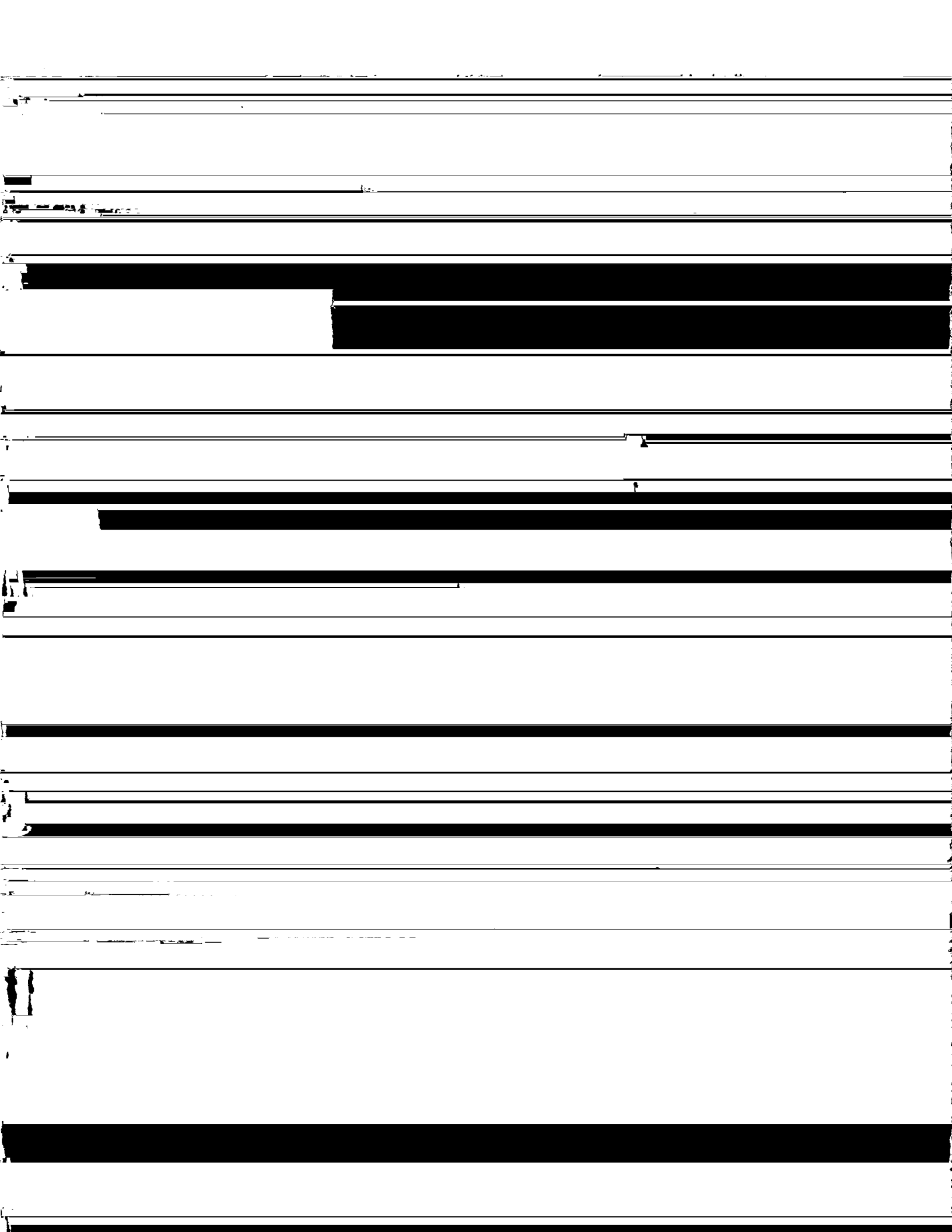
iii. District shall provide overall management, administrative oversight, coordination of activities and logistics for the ASES program and additional components. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications. District



G. 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.

H. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with



ASES: Sacramento City USD and City's Sacramento START Program
Scope of Services: August 15, 2011 to June 30, 2012
Attachment A*

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

3. 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 City's Sacramento START Program to identify program needs, successes, and assistance needed.

- support to be itemized and reported to the District.
- 19. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
- 20. Act as liaison with parents in supporting the Family Literacy component

DISTRICT'S SCHOOL SITE 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.

