Resolution No. 04-0638

STOCKTON CITY COUNCIL

RESOLUTION APPROVING A CONTRACT REGARDING 21ST CENTURY COMMUNITY LEARNING CENTERS PROGRAM BETWEEN THE CITY OF STOCKTON AND 21ST CENTURY COMMUNITY LEARNING CENTERS PARTNERS ("21ST CCLCP"), OF WHICH THE CITY OF STOCKTON IS A PARTNER

WHEREAS, the City of Stockton ("City") and Stockton Unified School District ("SUSD") wish to enter into a contract wherein SUSD and the 21st CCLCP, of which the City is a partner, will provide assistance in operating 18 after school sites within Stockton Unified School District; and

WHEREAS, the City of Stockton will receive funding, in the amount of approximately $476,628, for assisting in operating these after school sites within SUSD; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That certain "Contract Regarding 21st Century Community Learning Centers Program" between Stockton Unified School District and the 21st Century Community Learning Centers Partners (partners consisting of APSARA, Boys and Girls Club of Stockton, City of Stockton Parks and Recreation Department, Stockton-San Joaquin County Public Library, Hmong International Culture Institute, Tutoring Resource Collaborative (TRC), University of Stockton Pacific (UOP), Anderson Y Project, and Jacoby Center for Regional Studies—UOP), is hereby approved.

2. That the City Manager is hereby authorized and directed to execute said contract on behalf of the City of Stockton, attached hereto as Exhibit A and incorporated by this reference.

3. That the City Manager is hereby authorized and directed to take the actions necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED SEP 14 2004

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

A. PODESTO, Mayor
City of Stockton

CITY ATTY REVIEW

DATE SEP 08 2004
CONTRACT REGARDING
21st CENTURY COMMUNITY LEARNING CENTERS PROGRAM

THIS CONTRACT is made on July 14, 2004, between the Stockton Unified School District ("District"), and the 21st Century Community Learning Centers Partners ("21st CCLCP"). For purposes of this CONTRACT the partners are: Asian Pacific Self-Development And Residential Association (APSARA), Boys and Girls Club of Stockton, City of Stockton Parks and Recreation Department, Stockton-San Joaquin County Public Library, Hmong International Culture Institute, Tutoring Resource Collaborative (TRC), University of the Pacific (UOP), Anderson Y Project and Jacoby Center for Regional Studies — UOP.

WHEREAS, the 21st CCLCP has presented a proposal for providing assistance in the establishment of community education centers to keep children safe in the after school hours and provide academic enrichment, homework centers and tutors, and a range of cultural, developmental and recreational opportunities.

WHEREAS, the District and the 21st CCLCP Partners will offer academic enrichment opportunities as well as a broad array of additional support services to reinforce and complement the District’s academic program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES:

A. The 21st CCLCP shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Work Program, attached hereto and incorporated herein by this reference as “A” and in the Partner’s Responsibilities, Services to Be Rendered, and Matching Fund Commitment and Documentation, attached hereto and incorporated herein by this reference as Exhibit “B.” The District will assist the Program as outlined in the District’s Responsibilities, attached hereto and incorporated herein by this reference as Exhibit “C.” This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, the District shall resolve the conflict at its sole discretion but may consult with the 21st CCLCP. The District may consider the provisions contained in the Contract, the grant documents and other relevant documents in making that decision.

B. The 21st CCLCP enters into this Contract as an independent contractor and not as an employee of the District. The 21st CCLCP shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the 21st CCLCP are employees, agents, contractors or subcontractors of the 21st CCLCP and not of the District. The 21st CCLCP shall be the primary provider of training and
technical assistance for its members. The District shall not be obligated in any way to pay any wage claims or other claims made against the 21st CCLCP by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract. 21st CCLCP shall be responsible for ensuring that all its members utilized at a school site have the appropriate skills for such a placement. The 21st CCLCP shall also ensure that fingerprinting and TB skin tests have been completed for its members prior to performing any work under this Contract. Additional specific requirements regarding fingerprinting are set forth in Section XV.

C. The 21st CCLCP agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

II. TIME OF PERFORMANCE:

The services of the 21st CCLCP are to commence upon execution of this Contract by the District, and shall end on June 30, 2005.

III. COMPENSATION:

A. The 21st CCLCP shall be paid the amount indicated in the approved grant application of the After School Partnerships Office with the California Department of Education on March 3, 2004, less the district’s indirect cost and any reductions that may occur from fiscal action(s) by the grantor.

B. Payment shall be made monthly upon submittal of an invoice by 21st CCLCP detailing the Member Support Cost for the month and shall indicate the amount due.

C. If the work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

IV. TERMINATION:

This Contract may be terminated, without cause, at any time by the District upon thirty (30) days’ written notice. In the event of any such termination, the 21st CCLCP shall be compensated as provided for in this Contract as provided in III.C. above.

Notwithstanding any provisions of this Contract, 21st CCLCP shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by 21st CCLCP, whether intentional or negligent, and the District may withhold any payments due to 21st CCLCP until such time as the exact amount of damages, if any, due the District from 21st CCLCP is determined.

V. CHANGES:

The District may, from time to time, request changes in the scope of the services of 21st CCLCP to be performed hereunder. Such changes, including any increase or decrease in the amount of 21st CCLCP compensation must be authorized in advance by the District in writing.
Mutually agreed changes shall be incorporated in written amendments to this Contract, or the attached work program.

VI. COMPLIANCE WITH LOCAL LAW:

The 21st CCLCP shall comply with all applicable laws, regulations, ordinances, and codes of federal, state and local governments and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

VII. WARRANTY:

The 21st CCLCP agrees and represents that it is qualified to properly provide the services set forth in Exhibits “A” and “B” in a manner which is consistent with the generally accepted standards of the 21st CCLCP’s profession. The 21st CCLCP further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

VIII. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted by 21st CCLCP without the prior written consent of the District, which will not be unreasonably withheld. The 21st CCLCP shall be as fully responsible to the District for the negligent and intentional acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed or related to each 21st CCLCP, as it is for the negligent acts and intentional acts and omissions of persons directly employed by or related to each 21st CCLCP.

IX. ASSIGNABILITY:

The 21st CCLCP shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due the 21st CCLCP from the District under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

X. INTEREST IN CONTRACT:

The 21st CCLCP covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

The 21st CCLCP shall make all disclosures required by the District’s conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that the 21st CCLCP’s duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. The 21st CCLCP also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this agreement, District determines and notifies the 21st
CCLCP in writing that the 21st CCLCP's duties under this agreement warrant greater disclosure by the 21st CCLCP than was originally contemplated. The 21st CCLCP shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

XI. FINDINGS CONFIDENTIAL:

All of the materials prepared or assembled by the 21st CCLCP pursuant to performance of this Contract are confidential and the 21st CCLCP agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order. The 21st CCLCP shall ensure that written consent for access to student records has been obtained for each student served.

XII. LIABILITY OF CONSULTANT-NEGLIGENCE:

Each 21st CCLCP shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the 21st CCLCP's profession and shall be liable for its own negligence and/or intentional acts and the negligent or intentional acts of its employees, agents, contractors and subcontractors. The District shall not be charged with the responsibility of preventing risk to the 21st CCLCP or its employees, agents, contractors or subcontractors.

XIII. INDEMNITY AND LITIGATION COSTS:

Each 21st CCLCP shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees arising out of or in connection with its own the 21st CCLCP negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the sole negligence, or willful misconduct of the District.

XIV. THE 21st CCLCP TO PROVIDE INSURANCE:

A. The 21st CCLCP shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

B. Prior to execution of this agreement and prior to commencement of any work, the 21st CCLCP shall furnish the District with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. As an alternative to the District's forms, the 21st CCLCP's insurer may, subject to the approval of the District, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The 21st CCLCP agrees to furnish one copy of each required policy to the District, and additional copies as requested in writing, certified by an authorized representative of the insurer.
Approval of the insurance by the District shall not relieve or decrease any liability of the 21st CCLCP.

C. In addition to any other remedy the District may have, if the 21st CCLCP fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due the 21st CCLCP under this Contract.

D. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

E. Any deductibles must be declared to, and approved by, the District.

F. The requirement as to types, limits, and the District’s approval of insurance coverage to be maintained by the 21st CCLCP are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the 21st CCLCP under the Contract.

G. The 21st CCLCP and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than $1,000,000 per occurrence of comprehensive general liability insurance coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by the 21st CCLCP and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the 21st CCLCP or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract.

1. Workers’ Compensation and Employer’s Liability Insurance.

a. Workers’ Compensation – Each 21st CCLCP shall obtain insurance to protect the 21st CCLCP, its contractors and subcontractors from all claims under Workers’ Compensation and Employer’s Liability Acts, including Longshoremen’s and Harbor Worker’s Act (“Acts”), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The 21st CCLCP shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents as Exhibit “D.”

b. Claims Against District - If an injury occurs to any employee of the 21st CCLCP for which the employee or his dependents, in the event of his death, may be entitled to compensation from the District under the provisions of said Acts, for which compensation is claimed from the District, there will be retained out of the sums due the 21st CCLCP under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the District is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the 21st CCLCP.
2. **Comprehensive General and Automobile Liability Insurance.**

The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than $1,000,000.00 per occurrence.

The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

a. Provision or endorsement naming the District and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the 21st CCLCP; premises owned, occupied or used by the 21st CCLCP; or automobiles owned, leased, hired or borrowed by the 21st CCLCP. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

b. Provision or endorsement stating that for any claims related to this project, the 21st CCLCP’s insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers to the extent the District is an additional insured. Any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the 21st CCLCP’s insurance and shall not contribute with it.

c. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

d. Provision or endorsement stating that the 21st CCLCP’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the 21st CCLCP under the Contract, including, without limitation, that set forth in the section “Indemnity and Litigation Costs.”

**XV. MISCELLANEOUS PROVISIONS:**

A. The 21st CCLCP shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.
B. The 21st CCLCP shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

C. The 21st CCLCP shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the conclusion of the five-year grant and final payments under this Contract are made to the 21st CCLCP.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Under Education Code section 45125.1, specified entities seeking to contract with school districts must certify the following:

1. Services will not be provided to the District nor shall any employee or independent contractors be permitted to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in the Penal Code sections 1192.7(c) and 667.5(c) and any other applicable laws regarding sex and controlled substances offenses.

2. Results of the fingerprinting information ascertained by the Department of Justice have been reviewed and no employees or independent contractors may come in contact with pupils who have been convicted of a felony as noted in paragraph 1, above.

3. A list of the names of the employees or independent contractors who may come in contact with pupils is provided to the District.

A form certifying the above is attached to this Agreement as Exhibit "F" ("certification"). This Agreement is contingent upon the receipt of a signed certification in the form provided which declares that the 21st CCLCP has complied with all of the above requirements. The 21st CCLCP cannot commence providing services to the District unless and until such a certification has been received by the District. The 21st CCLCP will provide the District with such certification within 30 days after execution of this Agreement. The District may extend the timeline within its sole discretion.

If a signed certification is not provided to the District in the form provided within the timeline stated above, then the District may terminate the Agreement by providing written notice to the 21st CCLCP within 10 days after the timeline has passed. If the District terminates the contract because the 21st CCLCP did not follow the timeline described above, the District will not be liable for any costs, expenses or fees incurred by the 21st CCLCP prior to termination.
Each 21st CCLCP shall also indemnify, hold harmless and defend the District and its elected representatives, officers, agents and employees against all liability, claims, losses, demands or actions for injury to or death of a person or persons or damage to property arising out of, alleged to arise out of or in consequence of its own the 21st CCLCP failure to comply with these certification requirements.

F. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

**District:**
Marilyn Domingo  
Assistant Superintendent, Business Services  
Stockton Unified School District  
701 N. Madison Street  
Stockton, CA 95202

**Consultant:**
Pamela Sloan  
Director of Parks and Recreation  
City of Stockton Parks and Recreation  
6 East Lindsay Street  
Stockton, CA 95202

Executed the day and year first above written, by the parties as follows.

**STOCKTON UNIFIED SCHOOL DISTRICT**

By: MARILYN DOMINGO  
Title: Assistant Superintendent, Business Services

**City of Stockton**

By: MARK LEWIS  
Title: City Manager
EXHIBIT “A”

WORK PROGRAM

The 21st CCLCP will provide assistance in the establishment and operation of community education centers to keep district children safe in the after school hours and provide academic enrichment, homework centers and tutors, and a range of cultural, developmental and recreational opportunities. Specific 21st CCLCP activities are stipulated in the submitted and approved partner proposal.

Approved activities include:

**Academic Assistance Designed to Help Students in Core Academic Subjects**

- Remedial education activities;
- Reading and language arts activities;
- Mathematics and science education activities;
- Tutoring services (including those provided by senior citizen volunteers) and mentoring programs;
- Programs that emphasize language skills and academic achievement for limited English proficient students;
- Telecommunications and technology education programs;
- Expanded library service hours;
- Entrepreneurial education programs;
- Programs that provide assistance to students who have been truant, suspended, or expelled, to allow the students to improve their academic achievement.

And/or,

**Educational Enrichment that Reinforce and Complement the District’s Regular Academic Program**

- Youth development;
- Arts and music education activities;
- Recreational activities;
- Technology education;
- Drug (including tobacco use) and violence prevention programs;
- Counseling and character education programs;
- Other learning support opportunities such as service-learning, mentoring, and coordinated school health.
Or,

**Family Literacy Services**

Family literacy services are defined as services provided to participants on a voluntary basis that are of sufficient intensity in terms of hours, and of sufficient duration, to make sustainable changes in a family, and that integrate all of the following activities: (1) interactive literacy activities between parents and their children; (2) training for parents regarding how to be the primary teacher for their children and full partners in the education of their children; (3) parents literacy training that leads to economic self-sufficiency; and (4) age-appropriate education to prepare children for success in school and life experience.
EXHIBIT “B”

PARTNER’S RESPONSIBILITIES, SERVICES TO BE RENDERED, AND MATCHING FUND COMMITMENT AND DOCUMENTATION

CITY OF STOCKTON PARKS AND RECREATION

Partner’s Responsibilities

• Operate after school programs at eleven (11) traditional elementary schools, three (3) YRE schools, and four (4) middle schools at least 3 hours per day, beginning when school dismisses and ending no later than 6 p.m.
• Operate 5 days per week throughout the traditional school year, and into August at YRS.
• Facilitate the delivery of daily, nutritious snack provided by the District.
• Coordinate and deliver enrichment services
• Attend training provided by District
• Provide staff at each school site at a 1:15 ratio
• Provide 2 representatives to participate with the STEP Up Advisory Council
• Provide access to training District staff when appropriate
• Provide a Parks and Recreation staff member to meet students at the school site and ride SUSD bus to the Teen Center, and then return back to the school site on the bus with students after the activity.

Services Rendered

• Supervision of students participating in program
• Teach SPARKS curriculum for enrichment
• Facilitate recreational activities
• Provide homework help
• Plan, organize, and administer intramural programs

Matching Fund Commitment and Documentation
Staff salaries and waived fees $435,269

Attendance Accounting Verification and Invoicing SUSD

• Attendance to be taken at school site
• City of Stockton Parks and Recreation staff to report/verify student participation on a monthly basis.
• City of Stockton Parks and Recreation staff to invoice SUSD-21st CCLC on a monthly basis for services rendered. Invoices not to exceed $476, 628 for 2004 – 2005.
DISTRICT RESPONSIBILITIES

The District shall participate in the Program by providing a Program Facilitator at each school who will perform or assign other school staff to perform the following tasks as long as these activities do not negatively impact normal District operations:

1. Meet periodically with the 21st CCLCP to discuss program effectiveness and the 21st CCLCP staff performance.

2. Assist the 21st CCLCP with the supervision of the 21st CCLCP members who are working at a school site.

3. Include the 21st CCLCP members, when appropriate, in in-service training.

4. Provide an orientation to the 21st CCLCP members in order to introduce them to school personnel and to explain school policies.

5. Assist in completion and verification of Time and Activity Reports provided by the 21st CCLCP.

The school staff shall be responsible to:

6. Assist with orientation of members, specific to the site.

7. Assist in the collection of evaluation data.

8. Allow members time to attend required in-service training and required 21st CCLCP meetings.

9. Assist in finding necessary school site facilities and workspace for the program and staff.
EXHIBIT “D”

CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

City of Stockton

By: Mark Lewis
Title: City Manager
EXHIBIT "E"

LIST OF COMMUNITY EDUCATION CENTERS

<table>
<thead>
<tr>
<th>Elementary Schools</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams Elementary School</td>
<td>6402 Inglewood</td>
</tr>
<tr>
<td>Cleveland Elementary School</td>
<td>20 E. Fulton</td>
</tr>
<tr>
<td>El Dorado Elementary School</td>
<td>1540 N. Lincoln</td>
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<tr>
<td>Fillmore Elementary School</td>
<td>2644 E. Poplar</td>
</tr>
<tr>
<td>Garfield Elementary School</td>
<td>1670 E. Sixth</td>
</tr>
<tr>
<td>Grant Elementary School</td>
<td>1800 S. Sutter</td>
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<tr>
<td>Grunsky Elementary School</td>
<td>1550 N. School</td>
</tr>
<tr>
<td>Hoover Elementary School</td>
<td>2900 Kirk</td>
</tr>
<tr>
<td>Madison Elementary School</td>
<td>2939 Mission Road</td>
</tr>
<tr>
<td>McKinley Elementary School</td>
<td>30 W. Ninth</td>
</tr>
<tr>
<td>Monroe Elementary School</td>
<td>2236 E. Eleventh</td>
</tr>
<tr>
<td>Nightingale Elementary School</td>
<td>1721 Carpenter</td>
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<tr>
<td>Roosevelt Elementary School</td>
<td>776 S. Broadway</td>
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<tr>
<td>Taft Elementary School</td>
<td>419 Downing</td>
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<tr>
<td>Van Buren Elementary School</td>
<td>1628 E. Tenth</td>
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<table>
<thead>
<tr>
<th>Middle Schools</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Fremont Middle School</td>
<td>2021 E. Flora</td>
</tr>
<tr>
<td>Hamilton Middle School</td>
<td>2245 E. Eleventh</td>
</tr>
<tr>
<td>Marshall Middle School</td>
<td>1141 Lever Blvd.</td>
</tr>
<tr>
<td>Webster Middle School</td>
<td>2725 Michigan</td>
</tr>
</tbody>
</table>

Community Education Center
Asian Pacific Self-Development and Residential Association (APSARA)
3830 North El Dorado, Street #C
Stockton, CA 95204
EXHIBIT "F"

CERTIFICATION OF FINGERPRINTING

To the Governing Board and the District Administrator in charge of the following services:

I. Identification of Parties

I, __________________, am an individual contractor and/or vendor or I am an authorized representative of ______________. My entity seeks to contract with the District, which may cause my entity and its employees, agents or independent contractors to come in contact with pupils, and I am aware of the requirements of Education Code section 45125 et. seq.

II. Certifications

I make the following certifications, under penalty of perjury:

A. I shall not begin to provide services to the District nor shall I permit any of my employees, agents or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code sections 1192.7(c) and 667.5(c) or of a sex or controlled substance offense. (Education Code § 45125.1(e).)

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees, agents or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f.).)

C. I have attached a list of the names of my employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f.).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this _____ day of ______, 2004, at Stockton, California.

________________________________________
Mark Lewis, City Manager
City of Stockton