



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

**Meeting Date:** February 7, 2019

**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.

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Change Notices – Facilities Projects
5. Notices of Completion – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Dr. John Quinto, Chief Business Officer  
Jessica Sulli, Contract Specialist

**Approved by:** Jorge A. Aguilar, Superintendent

**GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

Contractor

New Grant

Amount



**GRANTEE NAME AND ADDRESS**

**CDE GRANT NUMBER**

**Grant Award Notification**

Sacramento, CA 95824-6870

18 13007 67439 E1

**Attention**  
Mr. Jorge A Aguilar, Superintendent  
**Program Office**

**STANDARDIZED ACCOUNT**  
**CODE STRUCTURE**  
**Resource Revenue**  
**COUNTY**  
34

**Grant Award Notification (Continued)**

The following grant conditions apply:

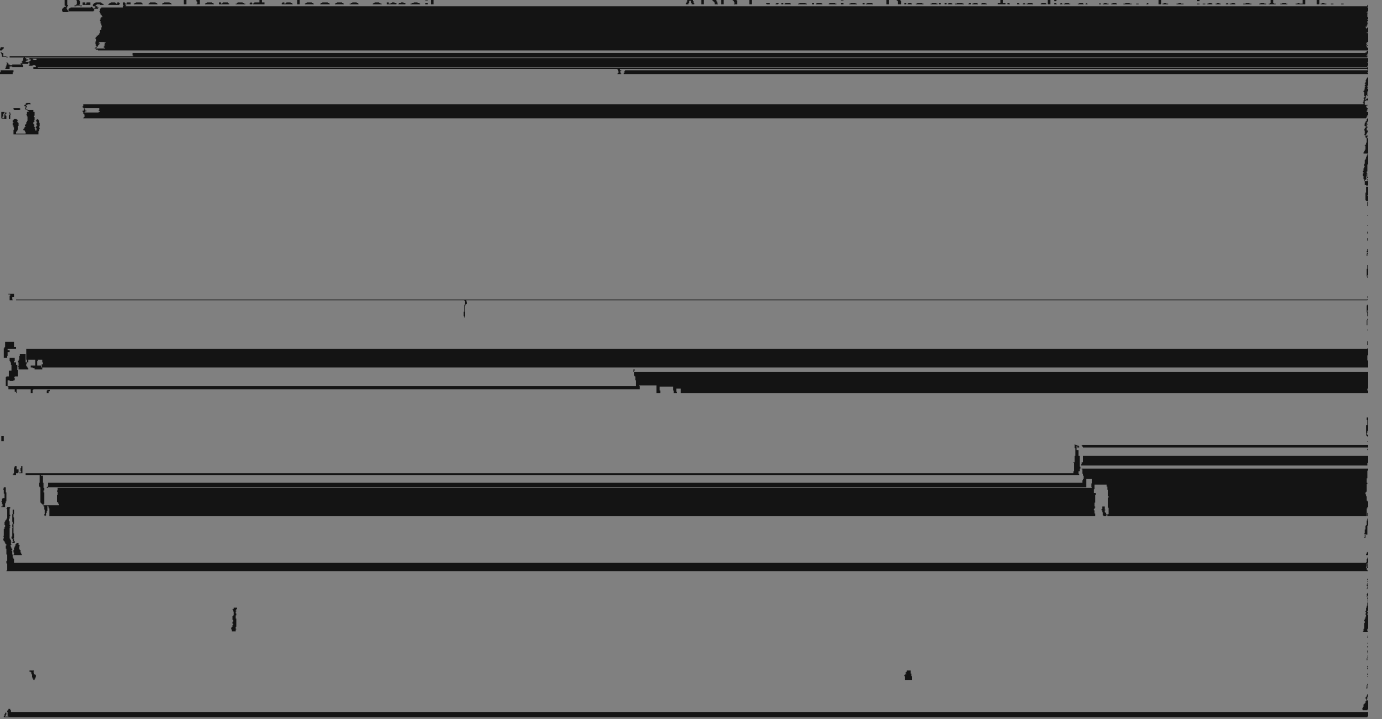
[REDACTED]

Education (ED). This program is authorized under the Individuals with Disabilities Education Act (IDEA), Part B, Section 611, as amended on December 3, 2004, and codified under Public Law (PL) 108-446, 20 *United States Code (USC)* 1400 et seq. Implementing regulations for this program are in Title 34 of the *Code of Federal Regulations (CFR)* Part 200. This grant shall be administered in accordance with the

[REDACTED]

**Grant Award Notification (Continued)**

9. To continue receiving grant payments, the grantee must complete and return the enclosed 2018-19 ADR Expansion Program Progress Report to the ADR mailbox at \_\_\_\_\_, on the basis of the reporting periods provided on the form. To request a digital copy of the 2018-19 ADR Expansion Program Progress Report, please email \_\_\_\_\_ ADR Expansion Program funding may be impacted by \_\_\_\_\_





## PROJECT AUTHORIZATION FORM

### John F. Kennedy Core Academic Improvement Project February 7, 2019

Pursuant to the Master Architect Agreement dated April 8, 2014 between HMC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

#### TERMS

A. Project Description

33URMHFW´ VKDOO PHDQ WKH ZRUN RI LPSURYHHPHQW DQG WKH FRQ services as described in Exhibit A.

B. Compensation

and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate;

Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

**HMC ARCHITECTS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Arturo Levenfeld  
Managing Principal

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
John Quinto  
Chief Business Officer



Proposal for Architectural / Engineering Services  
John F. Kennedy Core Academic Improvement  
HMC #3186059-000

Dear Jim:

HMC Group (HMC) is pleased to submit the following Proposal to provide Architectural

Jim Dobson  
Director of Facilities and Planning  
December 7, 2018  
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**Fee Summary:**

Schematic Design	10%	\$ 108,366
		<u>(\$ 25,000)</u>
		\$ 83,366
Design Development (50%)	10%	\$ 108,366
Design Development (100%)	10%	\$ 108,366
Contract Documents (50%)	10%	\$ 108,366
Contract Documents (100%)	10%	\$ 108,366
DSA Back Check	10%	\$ 108,366
Bidding	10%	\$ 108,366







1.0 Services & Deliverables The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("





limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe terms, covenants and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order Cme-0.05





Contract # CB-00022438

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

THE COLLEGE BOARD

Signature

by  
*Jeremy Singer*

Gerardo Castillo  
Name

Jeremy Singer  
Name

Chief Business Officer  
Title

COO  
Title

Date

2

07/03/2018  
Date





a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT/NMSQT and two other Suite assessments	PSAT/NMSQT and one other Suite assessment OR PSAT/NMSQT and more than one grade tested
• D Q G	\$12.00	\$13.00
• D Q G	\$11.00	\$12.50
•	\$10.00	\$12.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.com. In re 0.7 (t)-6 (w) 11.4 (i)-6.1 (l)-10.7 (c) 04.4 (en)-N(i)-44.4 (t) JTJ 0.007 Tcf15 (m) 0.7 (en) 5 (s) 6 [(7Tc -0.0

PSAT 8/9 ASSESSMENT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients to engage at least one entire grade of students in taking the PSAT<sup>®</sup> 8/9 as indicated on the budget schedule or elsewhere in



Sacramento CUSD	John Still Middle School	059147	8, 9	Sep 24, 2018 Jan 25, 2019
Sacramento CUSD	Kit Carson International Academy	054889	8, 9	Sep 24, 2018 Jan 25, 2019
Sacramento CUSD	Leonardo Da Vinci School	059894	8, 9	Sep 24, 2018 Jan 25, 2019
Sacramento CUSD	Luther Burbank High School	052719	8, 9	Sep 24, 2018 Jan 25, 2019
Sacramento CUSD	Martin Luther King Jr K-8 School	059892	8, 9	Sep 24, 2018 Jan 25, 2019
Sacramento CUSD	Met Sacramento High School	053916	8, 9	Sep 24, 2018 Jan 25, 2019
Sacramento CUSD	Rosa Parks Middle School	059890	8, 9	Sep 24, 2018 Jan 25, 2019
Sacramento CUSD	Rosemont High School	053927	8, 9	Sep 24, 2018

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of the Client's enrollment figures for the Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$100 per student.

3. Restrictions. No student participating under this Agreement will be assessed an individual fee for taking the AP assessment.

4. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-



SAT SCHOOL DAY PROGRAM  
FIXED FEE SCHEDULE

I. BACKGROUND

The College Board will support the Client in administering the SAT exam during a school day. Under this SAT will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to administer the SAT to at least one entire grade of students (Participating Grade). Shifting this financial obligation from the student to the Client provides greater access for students to the SAT tests who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as Participants.

II. DELIVERABLES (of participant) (he) 11 (1D21)-4.3 (e h)-S11 (e h/OLI)-11 111 (1D21)-4(he)11 ( pr1)2 (1 (1D21)-4.3 (ee S)11.



- 1.2 The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
- 1.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.
2. The College Board License Grant and Terms of Use:
  - 2.1 The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.
  - 2.2 The Client acknowledges the sensitive and confidential nature of the College Board Data and that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.
3. Ownership of the Data:
  - 3.1 The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights) the
  - 3.2 The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.
4. Client License Grant and Terms of Use:
  - 4.1 The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the College Board.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Sacramento CUSD	American Legion High School	052700	SAT School Day March 6, 2019
Sacramento CUSD	C K McClatchy High School	052705	SAT School Day March 6, 2019
Sacramento CUSD	Capital City School Independent Study	052909	SAT School Day March 6, 2019
Sacramento CUSD	George Washington Cge Washington re 2 TTW 5		

05-22-2019 (D)-1.9 (ay) ITJ ET Q. q 40551.36 645.6 49.08 10.315.88 e W n053.0

differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegeboard.org> (The 019108121th, 6 (m) Td 1.0 (g) 9.7e (f) 16. (4 (s) 0.1.0 (43 (6) (C) 2) 6)



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price
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