



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: January 17, 2013

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

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Other Agreements

| | |
|------------------------|--|
| Estimated Time: | N/A |
| Submitted by: | Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist |
| Approved by: | Richard E. Odegaard, Interim Chief Business Officer |

EXPENDITURE AND OTHER AGREEMENTS

| | | |
|-------------------|--------------------|---------------|
| <u>Contractor</u> | <u>Description</u> | <u>Amount</u> |
|-------------------|--------------------|---------------|

ASSESSMENT, RESEARCH & EVALUATION SERVICES

| | | |
|--|---|--|
| SA10-00201.2 The Regents of the University of California, Davis | <p>7/1/12 ± 6/30/14: A two year extension of Teaching American History Agreement for professional learning in years four and five of the Teaching American History (TAH) grant. The History Project at University of California, Davis will work with teachers to revise and distribute best lessons based on Common Core State Standards, support two teacher action research work days, offer open evening workshops, and coordinate a curriculum showcase featuring SCUSD teachers and other local TAH grant districts.</p> <p>Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by investing in professional development that accelerates student learning by capturing student interest, fostering appreciation of diversity, challenging students, and preparing them to meet A-G requirements. Aligns with Pillar III, Organizational Transformation, by supporting school development of social studies and American history WKURXJK WKH GLVVHPLQDWLRQ I created by the grant.</p> | <p>\$109,457 Teaching American History Grant Funds</p> |
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

SERVICES AGREEMENT
Amendment No. 2



Fee Rate: Total fee shall not exceed



Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor shall be required to obtain a background check and fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

The Parties agree to defend, indemnify and hold one another, their officers, agents and employees from any and against any and all liability, loss, attorney fee expenses, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent of the Contractor's negligence or intentional acts or omissions of the indemnifying party.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. 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.





EXHIBIT A

(See Attached)

