



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: December 20, 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

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards ±Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>INTEGRATED SUPPORT SERVICES</u>		
A13-00027.1 California Department of Education	7/1/12 ±6/30/13: Increase in funding amount for Education for Homeless Children and Youth Program Grant. The additional funds will be used to purchase student supplies and bus passes. Original funding paid for part-time social worker, youth and family advocate, and clerk to provide supplemental services to homeless students and families, including outreach to families living in shelters and temporary residential housing; school and academic support to facilitate school enrollment and attendance; family and student case management when necessary; school and office supplies; and emergency transportation to school.	\$3,426 Original Grant Amount = \$111,421 New Grant Amount = \$114,847
<u>SAFE SCHOOLS</u>		
A12-00104.1 Sacramento Police Department	1/1/11 ± 12/31/12: Reduction in SCUSD portion of Sacramento Gang Prevention and Intervention Program Grant (GPIP). A delay in receiving these grant funds resulted in an underutilization of funds in the area of operating expenses, primarily in staff salaries. However, the GPIP program has made tremendous progress and has exceeded expected outcomes. The Sacramento Police Department, SCUSD, Panacea Services, and Always Knocking, partners in receiving this Grant, will work together toward offering a comprehensive program of prevention and intervention services for youth to provide positive alternatives to gangs, foster healthy lifestyles, and strengthen families and communities.	(\$31,581) Original Grant Amount = \$369,309 Original SCUSD Portion = \$238,309 New SCUSD Portion = \$206,728
<u>YOUTH DEVELOPMENT</u>		
A13-00022.1 California Department of Education	7/1/12 ±6/30/13: Reduction in After School Education and Safety (ASES) Program Grant to reflect site substitution from Freeport Elementary School to John Still K-8 School. Components include educational and literacy elements focusing on activities that reinforce and complement the academic programs, as well as recreational and youth development. Programs provide safe and constructive alternatives for students at 54 elementary and middle school sites. The partnering organizations have been determined through a Request for Proposals process.	(\$87,003) Original Grant Amount = \$7,041,811 New Grant Amount = \$6,954,808

RECOMMENDED BID AWARDS –FACILITIES PROJECTS

Bid No. 703-0550 Lease-Leaseback Agreement* for Sacramento Charter High School
Girls Gym HVAC Replacement Project

Recommendation: Award to Landmark Construction, License No. 807981

Amount/Funding: \$146,875 - Emergency Deferred Maintenance/Bond Reallocation Funds

 *The lease-



SERVICES AGREEMENT

Date: December 10, 2012 Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and California State University, Sacramento, Mathematics Project, (hereinafter referred to as "Contractor").

Recitals :

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.



Fee Rate: \$800.00 per day of service as may be requested by District, not to exceed a maximum of 167.5 days of service. District shall not pay travel and other expenses. If payable,



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 confirms its insolvency or 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.

ARTICLE 12. NOTICES.

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:

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Olivine Roberts, Chief Academic Officer

Contractor:
California State University, Sacramento
6000 J Street
Sacramento, CA 95819
Attn: Debra K. Stetson, Project Director

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





EXHIBIT A

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title





Q	P	R	S
4	0		5
5	5	-5	
5	2		
7	2		3
2	2		8
6	9	9	\$ 134,000

CSUSMP will invoice for services rendered on:

January 31, 2013
May 31, 2013