

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: February 7, 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
<u>Division</u> : Administrative Services
Recommendation : Recommend approval of items submitted.
Background /Rationale :
<u>Financial Considerations</u> : See attached.
Documents Attached :
 Grants, Entitlements, and Other Income Agreements Other Agreements Approval of Declared Surplus Materials and Equipment Change Notices

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>

HUMAN RESOURCES

A13-00090 California Dey 0 0 1 64.8

2

SA13-00353 Club Z! Tutoring	9/1/12 – 6/30/13: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.	\$254,220 Title I Funds
	Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.	
SA13-00359 After School Programs	9/1/12 – 6/30/13: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.	\$224,220 Title I Funds
	Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.	
SA13-00370 Aavanza	9/1/12 – 6/30/13: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.	\$254,220 Title I Funds
	Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.	
SA13-00374 24 Horas de Tutoria	9/1/12 – 6/30/13: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic assistance such as tutoring, remediation and other educational interventions.	\$95,333 Title I Funds
	Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.	
SA13-00375 1-on-1 Learning with Laptops	9/1/12 – 6/30/13: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools. These services may include academic	\$95,333 Title I Funds

<u>Strategic Plan</u>: Aligns with Pillar I, Career and College Ready Students, by providing supplemental educational resources that promote academic achievement and enrichment.

4

schools. These services may include academic assistance such as tutoring, remediation and other

educational interventions.



MASTER CONTRACT AGREEMENT BETWEEN SACRAMENTO UNIFIED SCHOOL DISTRICT AND

1	<u> </u>
1	
_	
<u>v</u>	
•	
- k	
g.	
-	
13-	
7-	
	<u>#</u> .
<u> </u>	
	l.
. \$	-
lr.	
•	
Ytp:	
7	

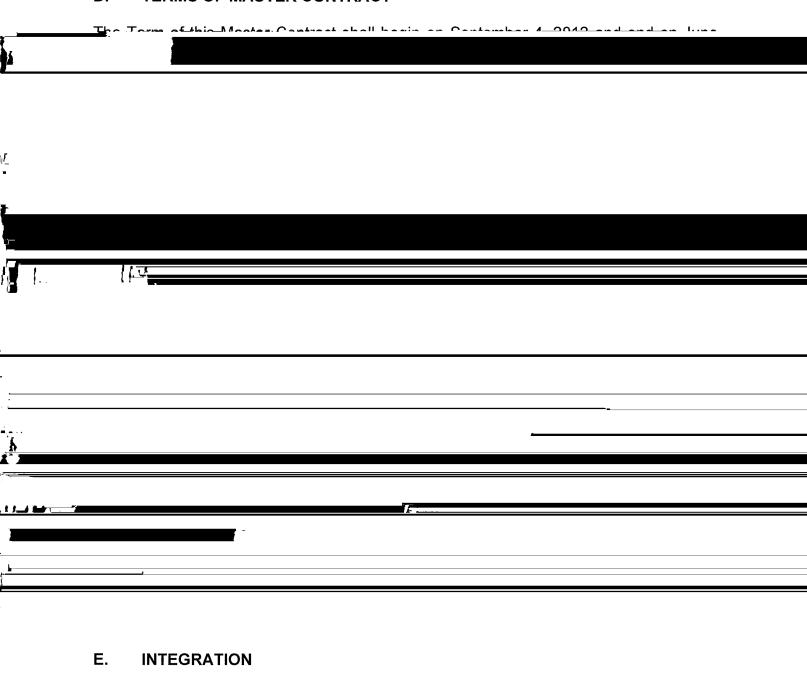
A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this 4th day of September 2012, between the Sacramento Unified School District (hereinafter referred to as "SCUSD" or the "District") and The Target Excellence Fragram + no

C. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as SCUSD policies and procedures. No modifications can be made to this document by the CONTRACTOR.

D.	TERMS	OF	MAST	ER (CONTRACT	•
----	-------	----	------	------	----------	---



services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher	
i e man de la company de la co	
AND THE RESERVE TO THE PARTY OF	
j	
<u>*</u>	
1	
1. i. i.	
- '	
<u>probabilities a specific</u> and the second se	
c.)	

he/she completes the basic program. (As defined in Title 5 of the California Code of Regulations section 13075.9.)

II. ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by email, personal delivery, or if mailed as of the second

business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail or personal delivery:

All notices provided for by this contract shall be in writing.

Nations mailed as mailed as mailed as mailed as Mations mailed to CONTRACTOR

SCUSD shall be addressed to: shall be addressed to:

District students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or District employee data provided or made available to CONTRACTOR in connection with this MASTER Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA) and the Children's Internet Protection Act (CIPA)), and will observe all District security procedures related to the

set forth in SCUSD Board Policies and Administrative Regulations 5125 "Student Records" and 5125.1 "Release of Directory Information."

- 4. CONTRACTOR may disclose to any subcontractor, or other District-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written agreement to the requirements of Section (II)(B) and shall provide a copy of such agreement to District.
- 5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or

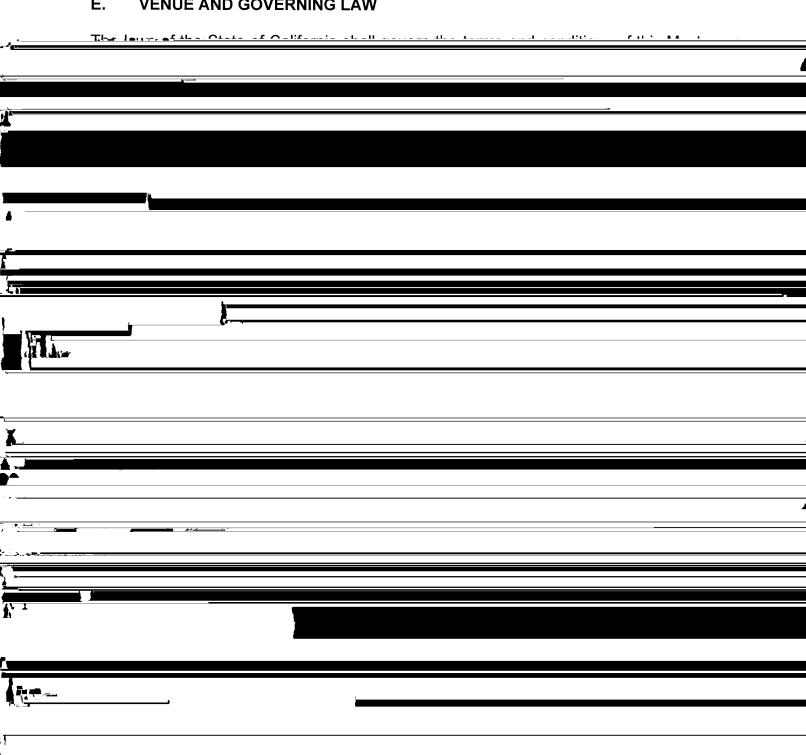
services provided hereunder without prior written approval of District.

6. CONTRACTOR shall maintain SCUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

SUCCESSORS IN INTEREST D.

Master Contract binds CONTRACTOR'S successors and assignees. This CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of District.

VENUE AND GOVERNING LAW E.



G. TERMINATION FOR DEFAULT

	1.	SCUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and District may, in its
<u> </u>		
Name (
•		A
E,		
1 _		
T.		1
Ĩ		
i ,		
<u>,</u>		
•		
		to cure the default. Upon receipt of such notice, the CONTRACTOR shall:
		Resident distance all commissions and the second se
-		<u> </u>
•		
\ - -		
-		

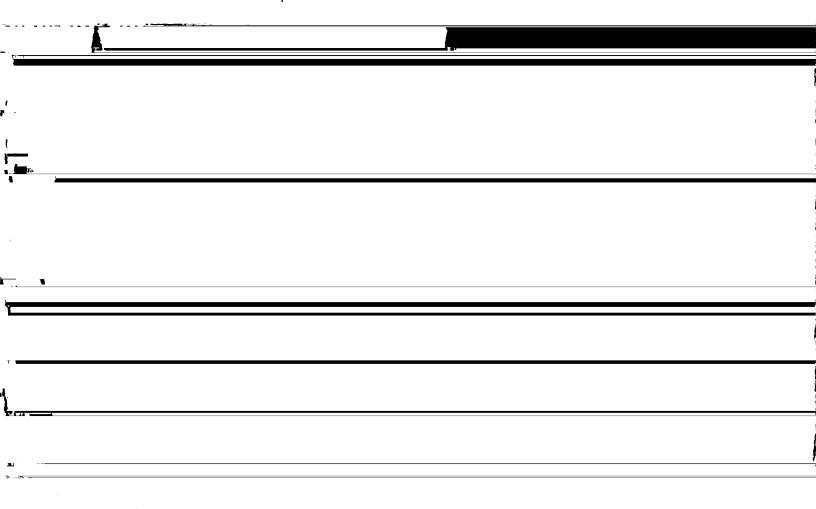
hereunder. The rights and remedies of SCUSD provided in this section this Master Contract. منفصح الما

have a \$1,000,000 aggregate dedicated to this contract or \$3,000,000 general aggregate limits. If CONTRACTOR provides services solely over the Internet or some other means that does not require physical contact between CONTRACTOR'S employees, agents, or subcontractors and SCUSD students, CONTRACTOR

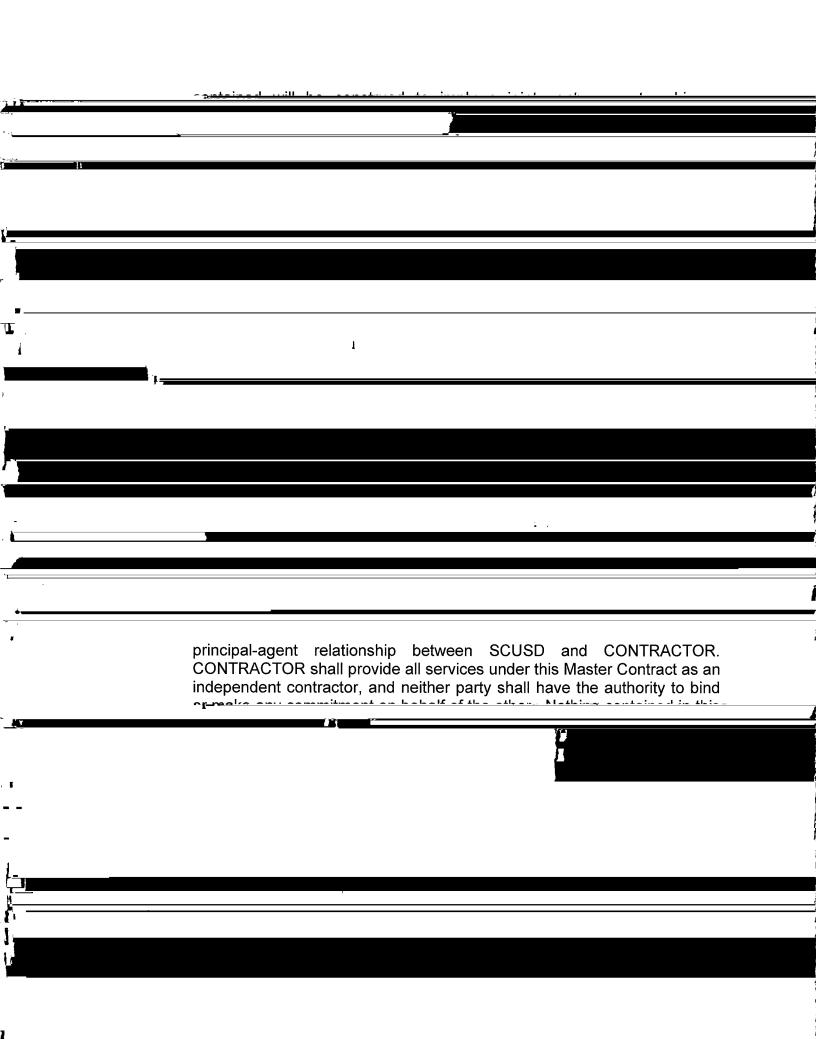
	Sections (II)(J)(1) and (II)(J)(2) shall name SCUSD and the SCUSD Board
	of Education as additional insured with respect to any potential tort liability.
er.	in the state of th
	-
<u>.</u>	
₹	
-	
n-	\}
<u> </u>	
•	
-	
) -	
¥	
	theories of negligence, strict liability or products liability. Premiums on all
	insurance policies shall be paid by CONTRACTOR and shall be deemed
	included in CONTRACTOR'S obligations under this contract. Failure to
	maintain the insurance coverage specified in Section (II)(J)(1) through
	Section (II)(J)(4) above shall be cause for termination of this Master
	Contract.
_	
·	LIF CONTRACTOR is salf incured CONTRACTOR-shall submit to COLICE
*	
~	
` (- <u>-</u>	
\ -	
<u>, U</u>	

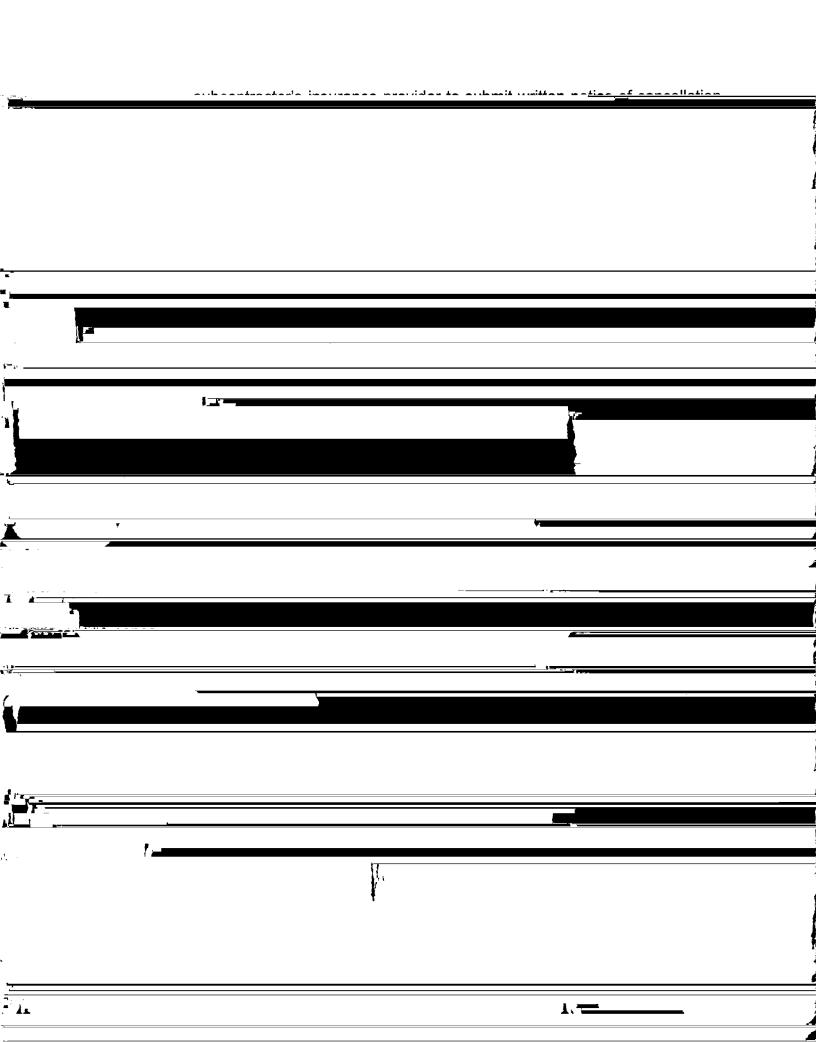
prior to cancellation or material change in coverage or terms of policy. CONTRACTOR shall provide proof of insurance to SCUSD before the start of transportation services and upon renewal of coverage thereafter. Certificates of insurance are acceptable proof of insurance.

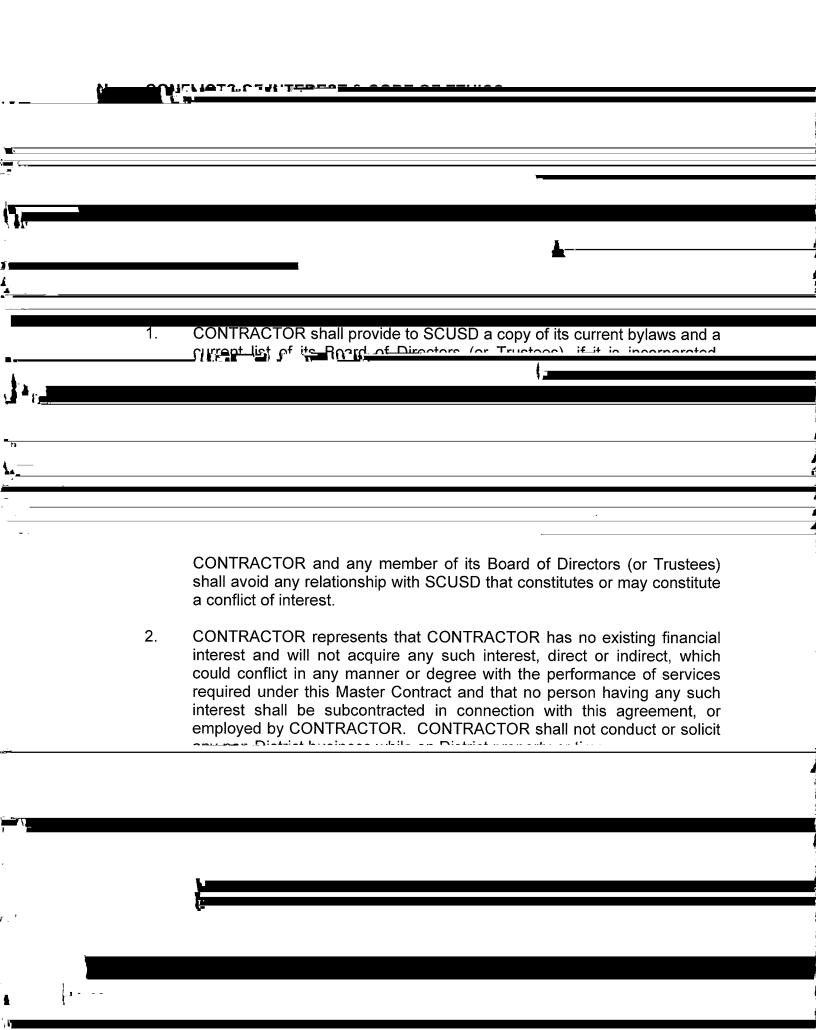
- 8. In the event that CONTRACTOR enters into subcontracts for the provision of transportation services, the insurance requirements with respect to such subcontractor are set forth in Section (II)(M) of this Master Contract.
- 9. If SCUSD determines that change in insurance coverage obligations under Section (II)(J) is necessary, SCUSD may reopen negotiations to modify the insurance requirements.



The CONTRACTOR shall defend, hold harmless and indemnify the SCUSD, its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (collectively, SCUSD Indemnitees) against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of CONTRACTOR, including, without







physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

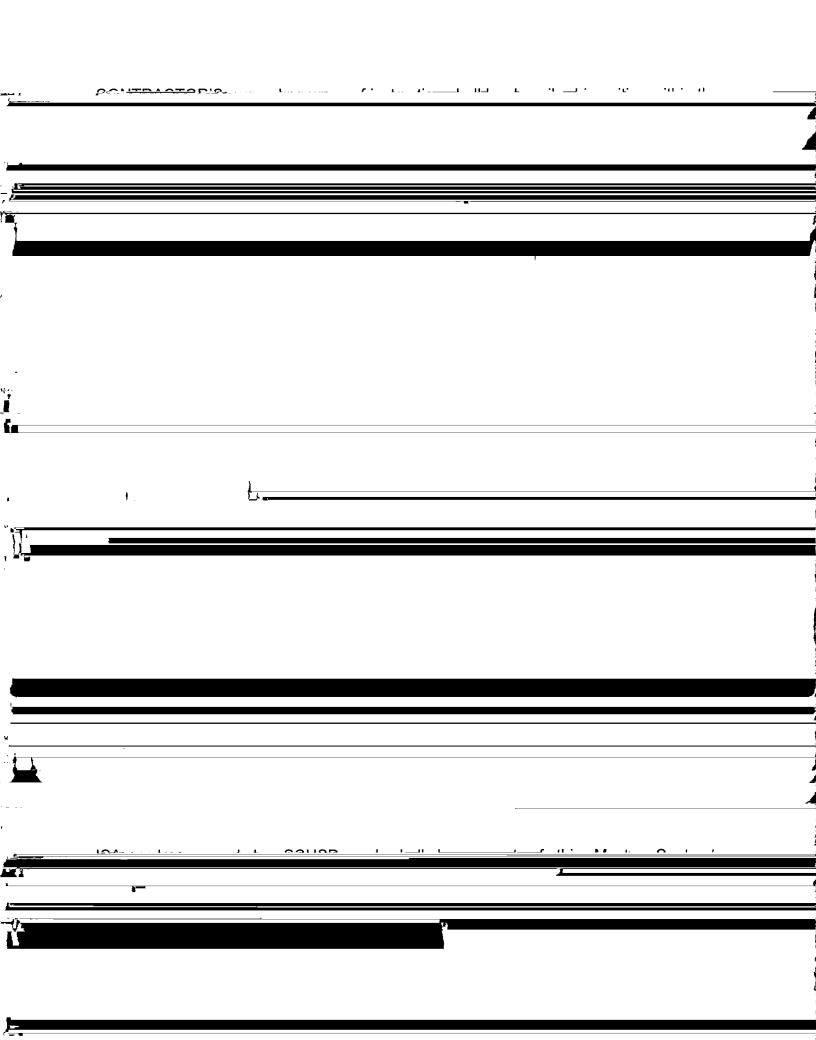
P. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing

Parents may use the Uniform Complaint Procedures found on the SCUSD website to file a complaint.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES



	H. WITHDRAWAL OR DISMISSAL OF SCUSD STUDENT FROM PROGRAM
	CONTRACTOR shall immediately report to the State and Federal Programs
•	
1	
ł	
U	
<u>*</u> ·	
, <u>k</u>	
FILE CONTRACTOR OF THE PROPERTY OF THE PROPERT	
_	
	1 .
1	
	services with stated reasons, or an SCUSD student is dismissed from services for nonuse, or lack of attendance for ten (10) consecutive billable days. CONTRACTOR
I	

student's records and progress. Such access may include unannounced monitoring visits. When making site visits, SCUSD shall initially report to CONTRACTOR'S site administrative office. CONTRACTORS who neoulde an line Internet tuterial pervisees before services are provided under this Master Contract, shall provide to SCUSD all website addresses,

by California Penal Code section 11105.2 with respect to each such person. CONTRACTOR shall certify in writing to SCUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current SCUSD or other school district's employees must obtain clearance from the CDOJ verified with CONTRACTOR'S ORI (Originating Reporting Agency Identification) number.

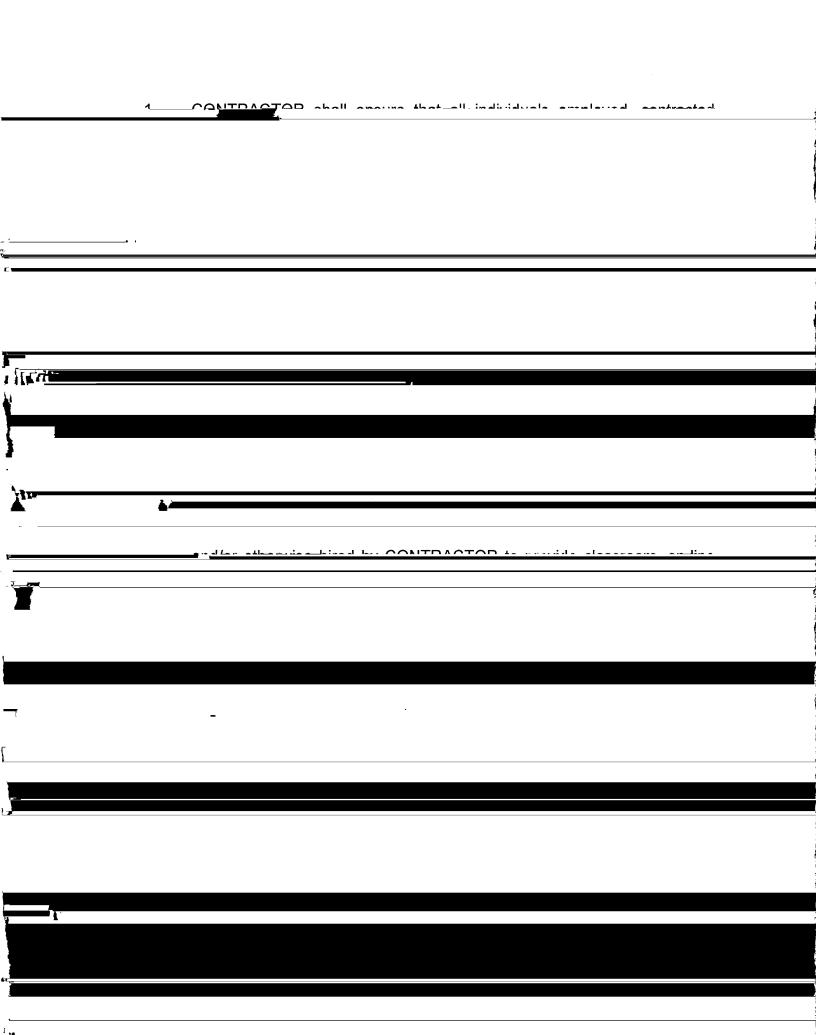
2. CONTRACTORS with employees who are residents of other states in the United States shall comply with the above identified statutory

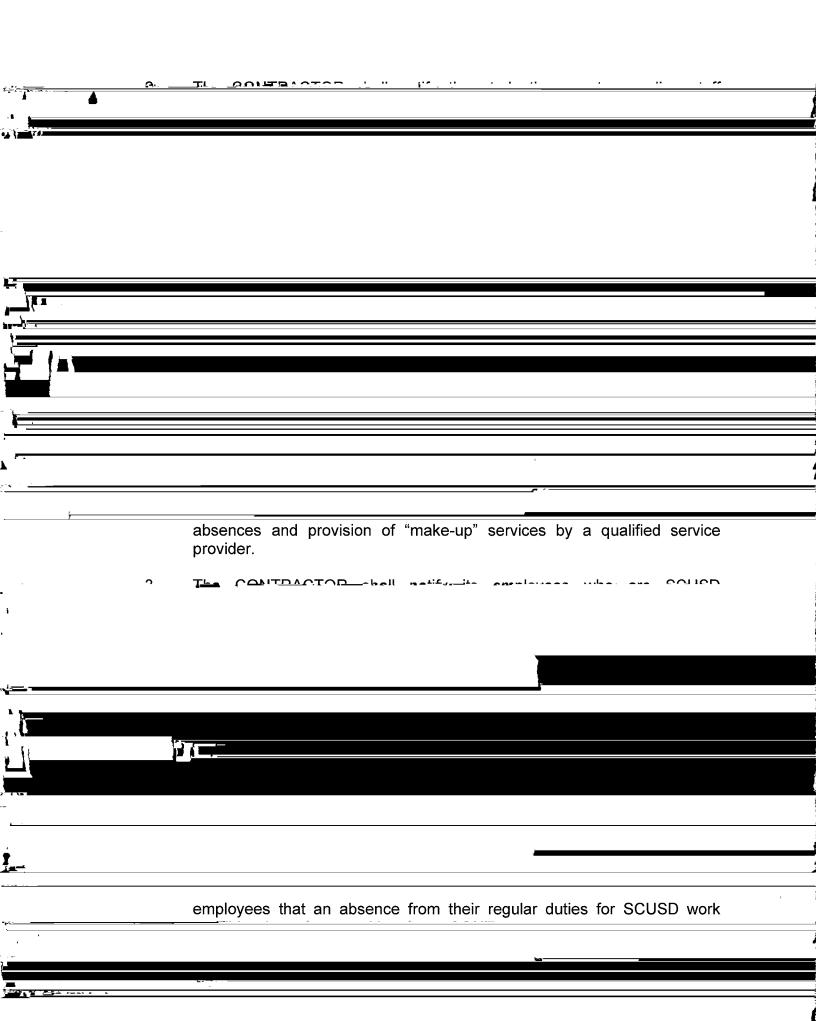
through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.

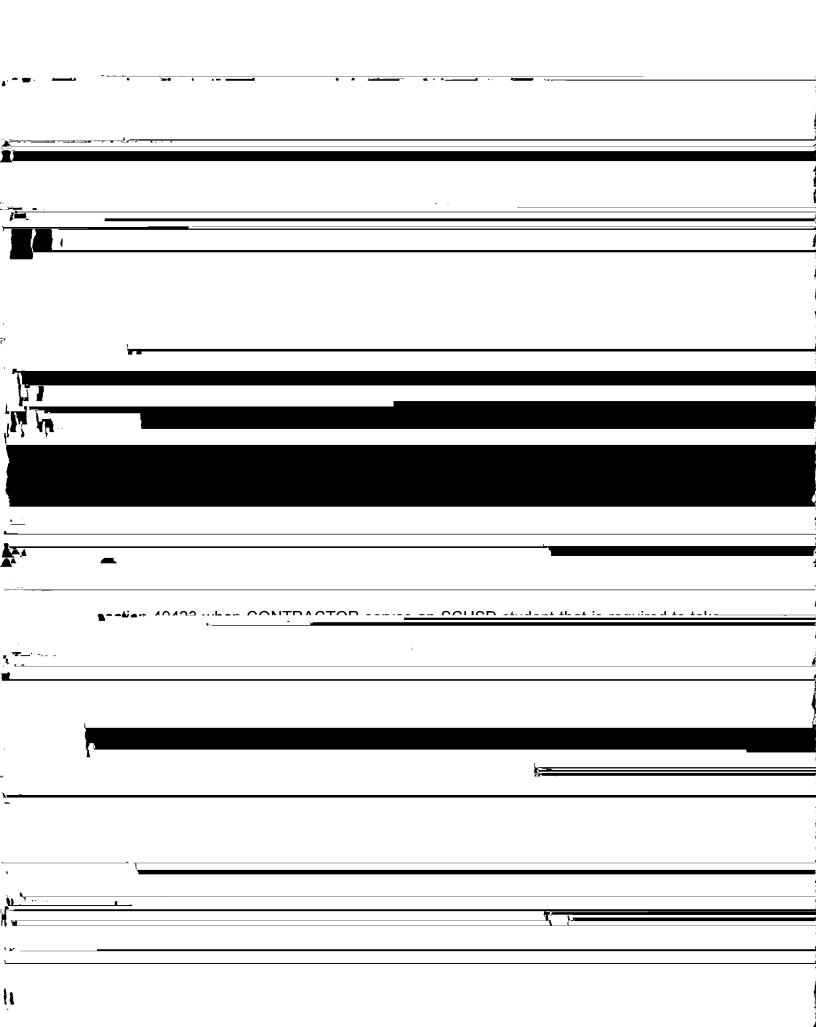
3. If CONTRACTOR'S services, as specified in the ISA, are limited to online services, contact with SCUSD students shall also include electronic contact_and CONTRACTOR shall comply with the requirements for CDOJ

and FBI clearance described in this section. In such cases, employees having electronic or telephone contact only with any SCUSD student shall not be required to obtain TB clearance.

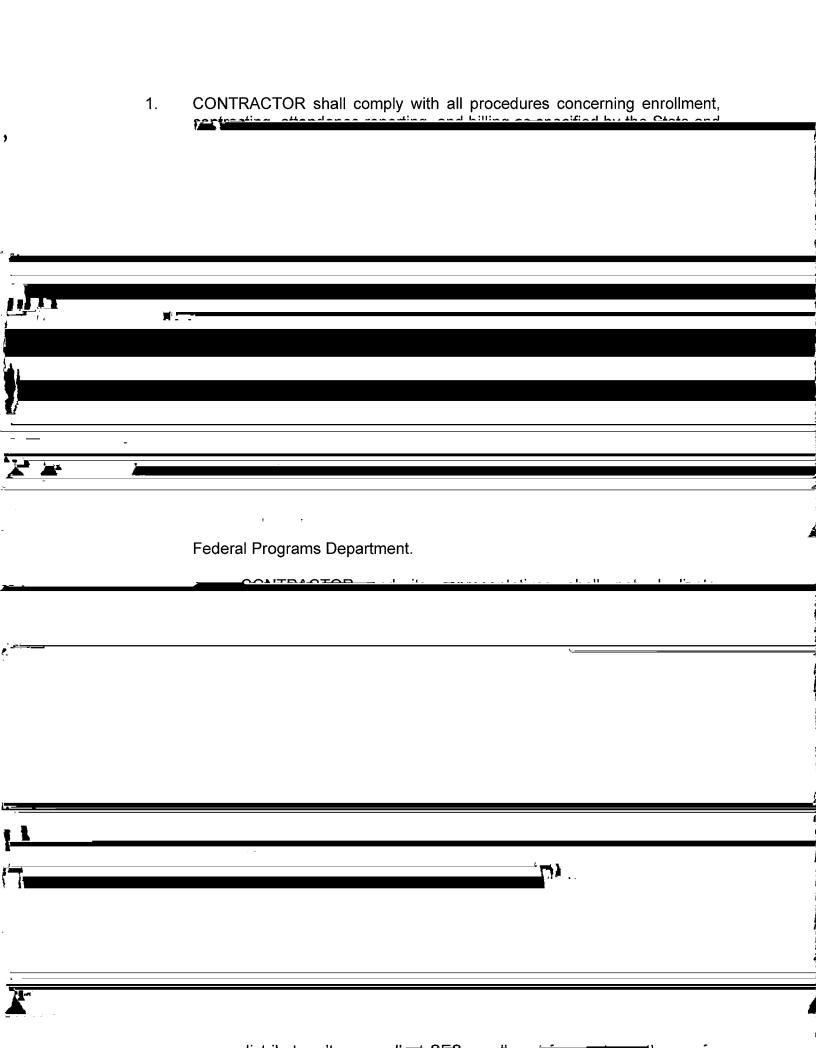
4. Administrative staff for CONTRACTOR not in contact with students but having access to confidential student information shall comply with the



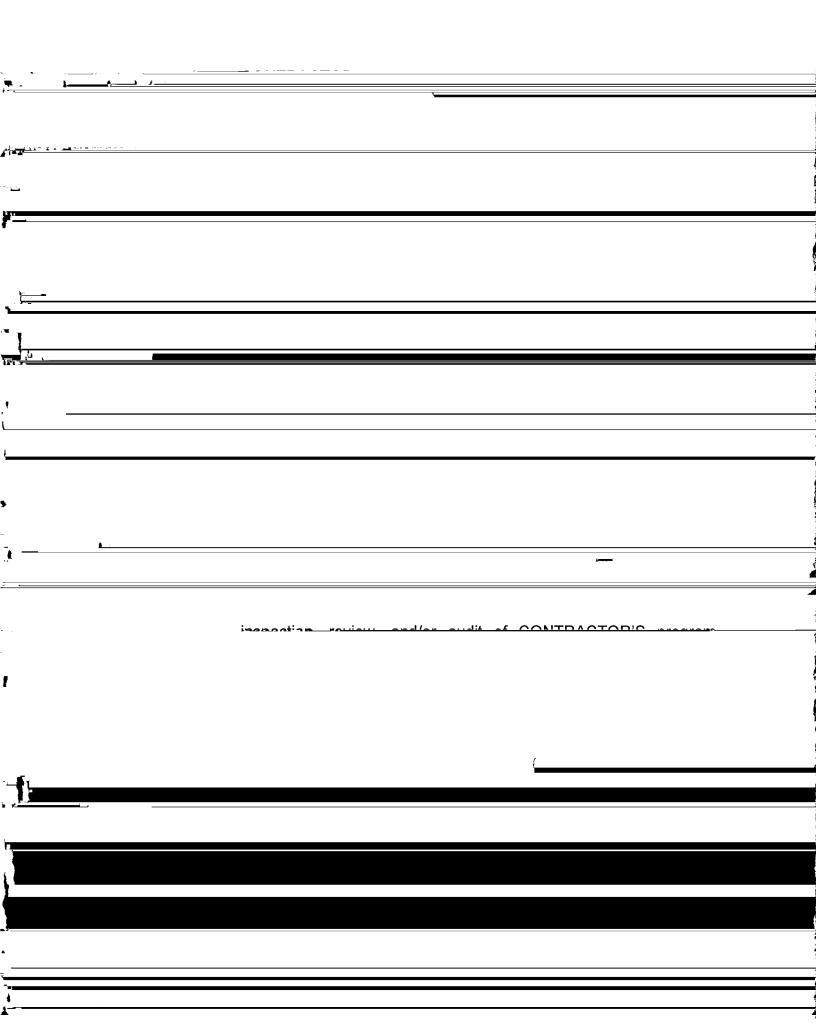




requesting student withdrawals. If any modifications are made to the SCUSD documents and forms, delays for invoice payments or termination by default may be englied complete the required_SES documents and forms, as District will not provide computer(s) to CONTRACTOR. Attachments 1 through 12 are hereby incorporated by reference and are 3. deemed a part of this Master Contract: Attachment 1 – Individual Services Agreement Attachment 2 – Certification of Compliance with Enrollment Procedures



16	calendar month that education or related services were provided.
_1	
1	
T ev	
7 70	
1	
5	
<u> </u>	
A	
1 To 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	manner prescribed by SCUSD in the State and Federal Programs Department. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within seven (7) days and invoices submitted within thirty (30) days of the withdrawal <u>approval</u> date. SCUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be made within forty-five (45) days after SCUSD receipt of an invoice prepared and submitted as specified by the State and
·	
7 =	
16	
· C.	

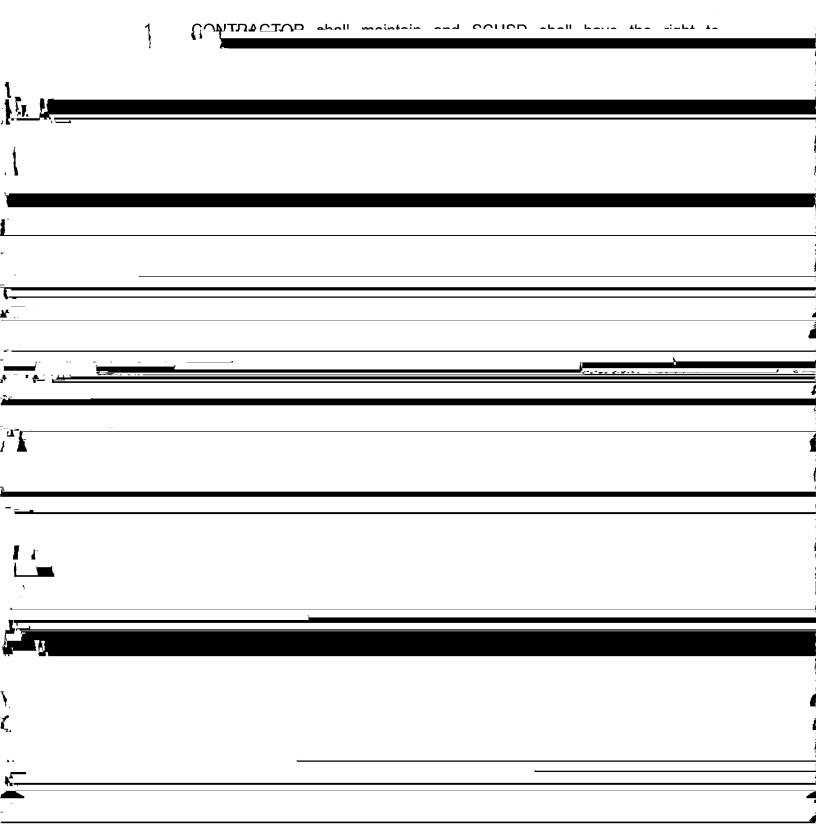


	D.	PAYMENT FOR ABSENCES	
		1.	STUDENT ABSENCE: SCUSD shall not be responsible for the payment of services when a student is absent.
	E.	INCENTIVES	
·		_1	CONTRACTOR shall not provide any in front incentive valued at over
=_			
			\$2.00 per student to parents or students to encourage enrollment in CONTRACTOR'S program or to encourage any other student or parent to enroll in CONTRACTOR'S program. Acceptable items are pencils, pens, magnets, etc. In any marketing information or other explanation, either verbally or in writing, and in the delivery of services, CONTRACTOR may
1-			
<u> </u>	<u> </u>		
ŧ			

ATT

including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT



procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this

CONTRACTOR owes SCUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, SCUSD shall provide CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and SCUSD otherwise agree in writing, CONTRACTOR shall pay SCUSD the full amount owed. CONTRACTOR shall make such payment to SCUSD within thirty (30) days of receipt of written demand for payment.

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 C.F.R. 85)

- 1. By signing this document, the CONTRACTOR certifies that it and its principals: and/or subcontractors
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction;

