

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: December 10, 2015

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.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Safe, Clean and Healthy Schools; College and Career Ready Students;

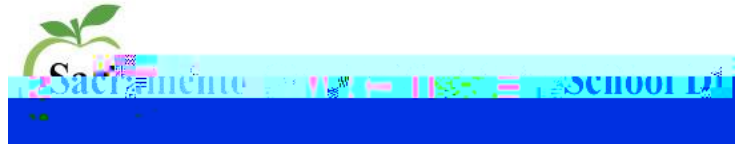
Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements

<p>Estimated Time of Presentation: N/A Submitted by: Gerardo Castillo, CPA, Chief Business Officer</p>
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EXPENDITURE AND OTHER AGREEMENTS

Contractor



Time Entry
Substitute system integration
Talent Management
System workflow

Contractor may assist in the development of interfaces.

Contractor may assist in the development of appropriate month end and year-end procedures.

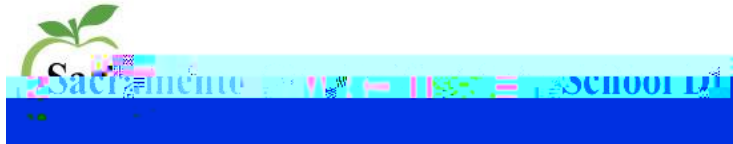
Contractor may assist in the development of appropriate month end reporting.

Contractor may assist in the development of adequate in-house capabilities for Ad Hoc reporting.

Contractor may assist in moving to a paperless work environment.

Contractor may do an analysis of current business processes and make recommendations on how to align business processes to available software functionality to maximize employee and District effectiveness.

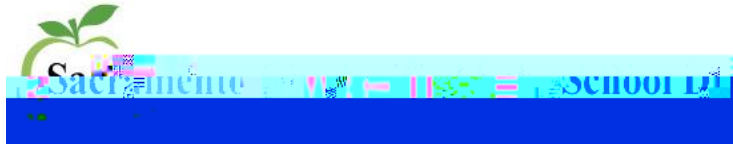
Contractor may



Contractor may assist in other business or information technology issues as requested.

ARTICLE 2. TERM

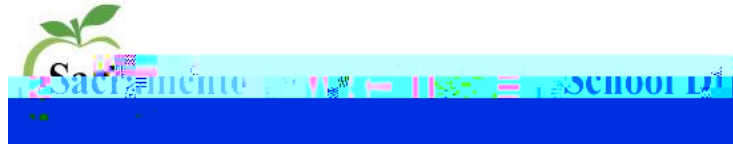
This Agreement shall commence on July 1, 2015 and continue through December 31, 2016 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The



completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR

Contractor's relationship to the District under this Agreement shall be one of an independent contractor.



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
P.O. Box 246870
Sacramento CA 95824-6870
Attn: Kimberly Teague, Contracts

Contractor:
Apriant, Inc.
1465 S. Pearl Street, Suite 1
Denver, CO, 80210
Attn: Matt Knoepke

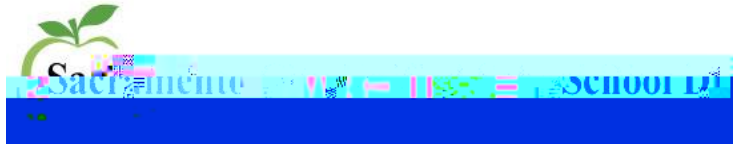
ARTICLE 13. ENTIRE AGREEMENT

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 under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

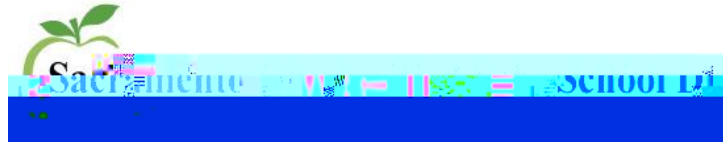
ARTICLE 14. CONFLICT OF INTEREST

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

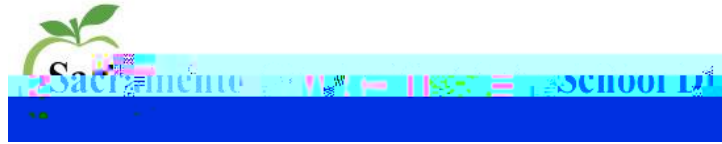
Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement.



ARTICLE 16. SEVERABILITY



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- x Contractor will assist in moving to a paperless work environment.
 - x Contract

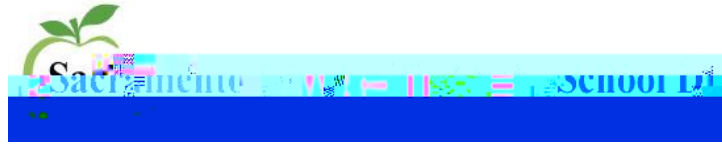


ARTICLE 2. TERM

This Agreement shall commence on July 1, 2015 and continue through December 31, 2016 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:



ARTICLE 6. INDEPENDENT CONTRACTOR

~~BCUUDFWRUU~~~~HODWLRQ~~~~LSWRWKH~~~~LWULFW~~~~SHUWKLS~~~~JUHHPHQW~~~~DOENR~~ independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

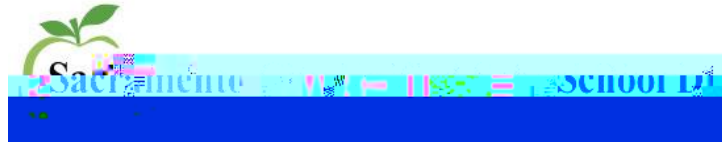
The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the ~~BCUUDFWRUU~~ compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony.



It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

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 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.

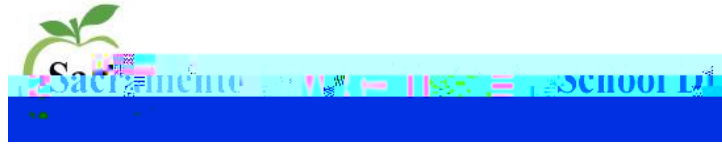
Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. 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



affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. RULES AND REGULATIONS

~~§ 0000H0GUHJ0DWLRF0IWKH'LVULFW0DUGRI(GFDWLRQDQDOOIHGHUDOWDWDHGDORFDODQZ~~
ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 19. APPLICABLE LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in

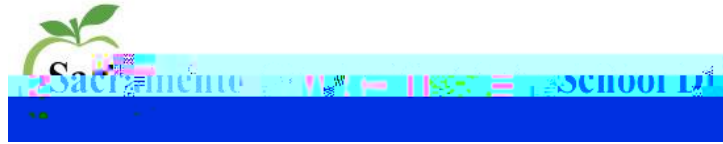


EXHIBIT A

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

**Sacramento City Unified School District
Workday Implementation
Statement of Work**

August 1, 2014

Sierra-Cedar, Inc.
1255 Alderman Drive
Alpharetta, GA 30005
Marty Hellenberg
Director, Public Sector Accounts
Office: 678.256.2207
Mobile: 303.596.2605

[Redacted]

1. SCOPE

3

[Redacted]

1.1. FUNCTIONAL SCOPE.....4

1.2. TECHNICAL SCOPE.....5

[Redacted]

1.3. CHANGE MANAGEMENT AND TRAINING

7

STATEMENT OF WORK

August 1, 2014

This Statement of Work ("SOW") is executed under the terms and conditions of the current

Master Services Agreement dated August 1, 2014 between **Sacramento City Unified School District** (the "District"), and **Sierra-Cedar, Inc.** ("Sierra-Cedar"), which is incorporated herein by reference (the "Agreement"). In the event of a conflict in terms between this SOW and the

herein shall have the same meaning as in the Agreement. Any specifications design user

1 COPE

The scope of this Statement of Work is for services for the deployment of the Workday Human Capital Management (HCM), Payroll, and Financials solutions. These services will span

August 1, 2014

Accelerated Deployment Methodology

Architect

Configure
&
P

Deploy

• 1 Year Assurance

Change Management

Configuration

• Go-Live Checklist

• Transition to Production

Services 
• Project Close

Delivery Assurance

Framework for Success



As described in the questionnaire completed by the District, the meeting session held on May 20

1.1. FUNCTIONAL SCOPE

2014, and subsequent communications, the features and functions which will be included in the deployment are listed below.

Human Capital Management (HCM)

Compensation

- Benefits
- Payroll
- Time Tracking
- Absence Management
- Talent Management
- Financial Accounting
- Banking and Settlement
- Customer Accounts and Contracts
- Supplier Accounts
- Procurement
- Business Assets
- Expenses
- Standard Reports

Product/Functionality:

performance review business process, 1 individual development plan or 1 performance improvement plan or 1 disciplinary action plan

- Assess Talent – Configuration of the 3 talent attributes, minor adjustments to the optimized business process
- Financial Accounting – 1 country (United States), 1 company, up to 300 cost centers, 1 accounting book, State of California mandated accounting structure, budget checking at fund,

1.2. TECHNICAL SCOPE

journal entries. All allocations will occur in other functional areas.

Recurring and Settlement - Up to 5 financial institutions and bank accounts, blank check stock

1.3. CHANGE MANAGEMENT AND TRAINING

CHANGE MANAGEMENT

August 1, 2014

to be determined)

Custom Reports:

As Workday's customers will need to identify, evaluate, design, develop, test, and deploy reports for the initial system has been deployed, the Workday methodology recommends that customer

END USER TRAINING

[REDACTED]

learning activities focused on the District's Workday educators throughout the project lifecycle

and beyond. Many times organizations identify and use delivery educators just prior to go-live.

[REDACTED]

however, we base our approach on having a clear, documented strategy, inclusive of an educator

Project Charter	Provides authorization for the Project and identifies project goals, objectives, scope, governance structure, roles and responsibilities.	District	Sierra-Cedar
Project Management Plan	Project work plan for the Project management activities and related monitoring of the related project activities	Sierra-Cedar	District

Sierra-Cedar will provide the District with a District and Sierra-Cedar

Communication Plan	Communication Plan template as a starting point that outlines the communication events that will be deployed to raise awareness and invite user engagement. The template is pre-populated with	Cedar (Shared)	
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**Architect Business
 Processes and Roles**

Introduce the business process framework and design business processes and organizational

Sierra-Cedar

District

Configuration Design

roles.

More detailed design sessions to gather configuration data.

Sierra-Cedar

District

Architect Integrations

Define and document integration requirements including data mapping, functional requirements and process flows for packaged and custom integrations.

Sierra-Cedar

District

**Architect Data
 Elements**

Update deployment data gathering workbook to include all data elements for tenant builds in this stage.

Sierra-Cedar

District

**Workday Delivery
 Assurance Checkpoint
 – Integration Design
 Review**

Workday's Delivery Assurance team reviews the documented integration designs.

Workday Delivery
 Assurance

District Sierra-
 Cedar

**Workday Delivery
 Assurance Checkpoint
 – Business Process**

Workday's Delivery Assurance team reviews the documented business process designs.

Workday Delivery
 Assurance

District Sierra-
 Cedar

Review

Stage Gate and

Execution of the Acceptance Process for stage

District and Sierra

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
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Workday Delivery Assurance Checkpoint	The Workday Delivery Assurance team reviews the configuration and integration build to validate	Workday Delivery Assurance	District Sierra-Cedar
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Build Review

Test plan will define testing, purposes, responsibilities, guidelines, and other information

District and Sierra-Cedar

DELIVERABLE NAME	DESCRIPTION	OWNER	CONTRIBUTOR
Stage Gate and Acceptance Review / Stage Sign-Off	Execution of the Acceptance Process for stage gate reviews.	District and Sierra-Cedar (Shared)	
Stage 4 - Test			
Completed Smoke Tests	Completed test cycle to evaluate whether the testing tenants are complete by executing short tests to evaluate whether all key functional areas are working correctly. The District security team validates security provisioning is in place for testers.	Sierra-Cedar	District
Completed End-to-End Testing	Completed test cycle to evaluate the flow of end-to-end processes between multiple functions and third party integrations.	District	Sierra-Cedar (support)
Completed User Acceptance Testing	Series of testing scenarios conducted by a select group of users to evaluate whether the configured system is ready for Production. A User Test Condition list will be created to ensure all criteria are tested.	District	Sierra-Cedar (support)
Training Material	This deliverable will take on a variety of formats ranging from videos, frequently asked question documents, presentations, and exercise guides. The Workday Adoption Toolkit (WAT) of materials will form the baseline for this content and will be supplemented by the creation of other materials when WAT materials do not exist.	District	Sierra-Cedar
Stage Gate and Acceptance Review / Stage Sign-Off Stage 5 - Deploy	Execution of the Acceptance Process for stage gate reviews.	District and Sierra-Cedar (Shared)	
Training Delivery	This deliverable will take on a variety of formats using synchronous (District-led training via classroom, webinars) and asynchronous (self-paced via videos, user guides, job aids, etc.) methods.	District	Sierra-Cedar (support)
Final Data Migration and Configuration	All configuration and data migrations are completed based on data load #4 (Gold tenant). Validated by the District.	Sierra-Cedar	District

August 1, 2014

STRUCTURAL RESOURCES – ROLES AND RESPONSIBILITIES

August 1, 2014

Completed Go-Live Checklist

Completed Workday Go-Live checklist completed with required information prior to Delivery Assurance Review.

Sierra-Cedar

District

Workday Rollout

Workday Delivery Assurance Review

Workday Delivery

District

DISTRICT ROLE

RESPONSIBILITIES

ESTIMATED RESOURCES

Project Manager

Committee meetings to ensure the project is meeting the goals and time-frames outlined at the beginning of the project

Responsible for managing the project to completion

1 person at 100% -
2,240 hours

FUNCTIONAL

Leads the functional team for a specific functional area(s), e.g., Talent Management
 Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other District functional resources

Attends business process analysis sessions to Work Plan in partnership with Sierra-Cedar

Manages the issue and key decision log
 Sets deadlines and evaluates milestones
 Assigns responsibilities
 Escalates issues to the Steering Committee that may impact the go-live date

Functional Lead

Resources representing specific schools / departments / areas of functional expertise

4 people at 75% each:
 HCM / Benefits / Talent
 – 1,680 hours

Payroll / Time /
 Absence /
 Compensation
 1,680 hours



DISTRICT ROLE

RESPONSIBILITIES

ESTIMATED RESOURCES

documentation
 Provide functional knowledge and
 expertise on requirements

Compensation – 448
 hours
 Time Tracking – 448

Payroll – 896 hours

Absence – 448 hours

Financials – 896 hours

Supplier Accounts –
 672 hours

Procurement – 672
 hours

Banking – 448 hours

Customer Accounts –
 224 hours

Expenses – 448 hours

Assets – 448 hours

Testing Lead

Defines the Testing Strategy and Testing Plan

1 person – 100%

TECHNICAL

coordinates all testing activities including the and Prototvne but

Lead data validation activities

**Change and
Communication Lead**

Leads the Change Agent network
Assists with the development of the Change
Management Strategy and Communications

1 person at 100%
(all stages) – 1,680
hours

Assists with the impact analysis

Assists with the Training Assessment and
Training Strategy

**Change Agents (role may be
combined with the Trainer
role)**

Change Lead/Agents for specific schools
and/or departments
Support execution of the change management
plan for the school / department

The number of
resources needed to fill
this role will depend on
the number of locations
and the impact the new



SIERRA-CEDAR RESOURCES – ROLES AND RESPONSIBILITIES

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES

LEADERSHIP & MANAGEMENT

August 1, 2014

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with the District to assess the allocations of resources as needed.



SIERRA-CEDAR ROLE

RESPONSIBILITIES

ESTIMATED RESOURCES

Provides a framework for explaining the impact of key design decisions
 Articulates the impact of the Workday Roadmap to customer requirements

Payroll / Time / Absence / Compensation: 1 person at 50% - 1,002 hours

Financials (all areas):
 1 person at 40% - 802 hours
 2 people at 10% each for Architect stage only – 448 total hours

Principal Consultant

Technical

Responsibilities include the following:

Plan, lead and facilitate integration workshop(s) during the Architect stage.

Provide guidance on integration design decisions and downstream impacts for integrations.

Provide oversight during the Configure & Deploy phase

person at 90% - 2,400 hours

Maps client data to Workday

Configure Workday according to customer requirements

SIERRA-CEDAR ROLE

RESPONSIBILITIES

ESTIMATED RESOURCES

upcoming changes.
Coordinate the resolution of issues during testing and deployment for integrations for which Team Sierra-Cedar is responsible.
Provide knowledge transfer to the District integration team.

Integ

(Change Management)

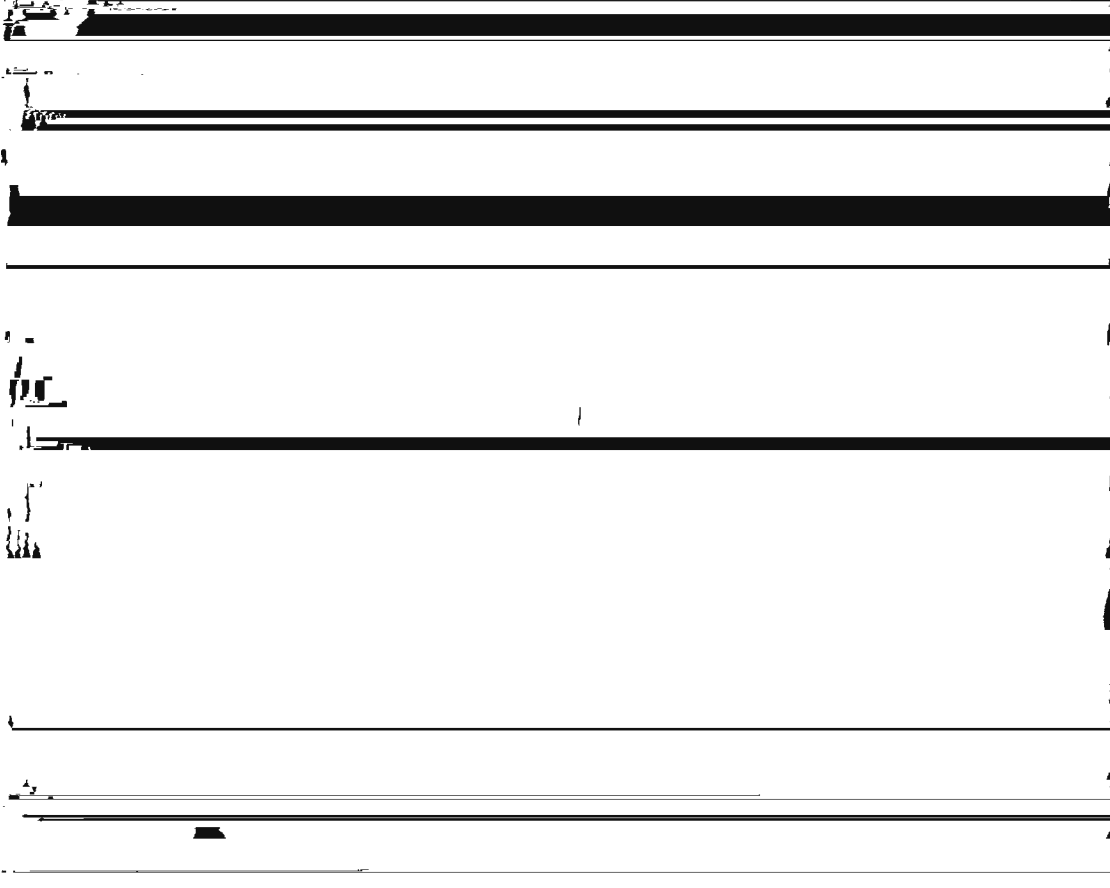
Plans, leads and facilitates integration workshop(s) during the early stages of the project to provide:

Support the design, configuration and testing of Workday

integrations in scope for the implementation

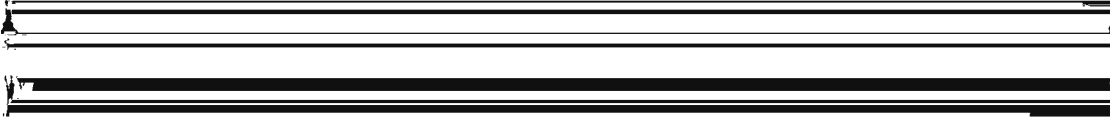
ASSUMPTIONS

1. Overall project management responsibility will be shared between Sierra-Cedar and the District. The District will provide an executive sponsor, project manager, and leads to coordinate project activities with the Sierra-Cedar Project Leadership. The District



Manager will be 90-100% dedicated to the project for the duration of the project.

2. The District Executive Sponsor will provide guiding principles to the team. The approach will use the default business processes. The District Executive Sponsor is responsible for the development of any end user departmental policies, procedures, and user manuals.
3. The District will provide Sierra-Cedar consultants with reasonable facility access, working space, equipment and office support.
4. The Sierra-Cedar Team will be reliant on the District Executive Sponsor and other project participants for a number of critical tasks including (i) Subject Matter Expert (SME) support, (ii) prompt review and sign-off of deliverables, (iii) prompt decision making, and (iv) ~~creation of and standardization of standard process definitions.~~



[REDACTED]

[REDACTED]

[REDACTED]

- The District will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined in above.

The District's functional and technical staff will be committed to the project and the

[REDACTED]

[REDACTED]

[REDACTED]

associated changes to their job functions.

[REDACTED]

- 24. Data extraction from legacy system will be performed by the District.
- 25. The District will be responsible for all data cleansing.
- 26. Sierra-Cedar acknowledges the integrations listed in the technical scope section and we have provided 1,250 hours of integration support/development. Sierra-Cedar will work with the District so that at the conclusion of system testing, the District will take ownership of the integrations.
- 27. The District firewall will be configured correctly to make the necessary inbound and

outbound calls for the necessary integrations.

- 28. There will be a SFTP server configured and available for use with the external vendors.

7 C G

The rate for Sierra-Cedar's services will be \$160 per hour for Sierra-Cedar resources and \$232 per hour for Solution Architects provided by Workday. Services rates do not include travel

systems.

- 29. Existing Cloud Connectors will be utilized where available.



Sacramento Unified School District Sierra-Cedar, Inc.

Date

August 1, 2014

SIERRA-CEDAR EQUIPMENT CHANGE ORDER

Workday Implementation Statement (WIS)

10/1/14

August 1, 2014

SIERRA-CEDAR

CLIENT

Sierra-Cedar, Inc.

**The
District**

By

By

Name:

Name:

Title:

Title:

PROJECT AUTHORIZATION FORM
HVAC

C. Reimbursable Expenses

Pursuant to Section 4.3, \$UFKLWHFW¶V WRWDO UHLPEXUVHPHQW IRU 5HLP
\$0, which is Architects estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the