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Agenda Item# 10.1a

~~1~~ _____ September 15, 2011

~~1~~

M

- M

Contractor

Description

Amount

M

A06-00837.1 9/30/11 ±3/29/12: Resolution No. 2678 Authorizing
Sacramento
Employment & Training
Agency (SETA)

1

1

Contractor

Description

Amount

1

6

SA12-00161
School Innovations &
Advocacy

7/1/10 ±6/30/13: Mandated Cost Claims Preparation and Filing based on current years reimbursement claims; next years estimated claims; late and amended prior years claims; and newly claimable programs. Data collection, staff training sessions, and district representation in connection with claims audits are included in services.

\$104,000
General Funds
Potential offset from
reimbursement for
mandated costs
(Year 2 of 3)

Aligns with Pillar III, Organizational
7 U D Q V I R U P D W L R Q E \ H \ X S R U W E X C
is focused on results and continuous improvement.

1

0

SA12-00163
WestEd

7/1/11 ±6/30/12: Provide sustained, rigorous professional development aimed at improving the districts capacity to serve English learners. Goals are to 1)

Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

1

SA12-00166
Target Excellence

8/22/11 ±6/30/12: Develop, support, coordinate, and

as well as violence, tobacco, alcohol and other drug education and prevention activities.

Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

11

SA12-00174
Sacramento Chinese
Community Services
Center

7/1/09 ±6/30/13: Comprehensive After School Safety and Enrichment for Teens (ASSETs) program to include homework, tutoring, enrichment, and recreational

SA11-00220-year1
SA12-00161-year2



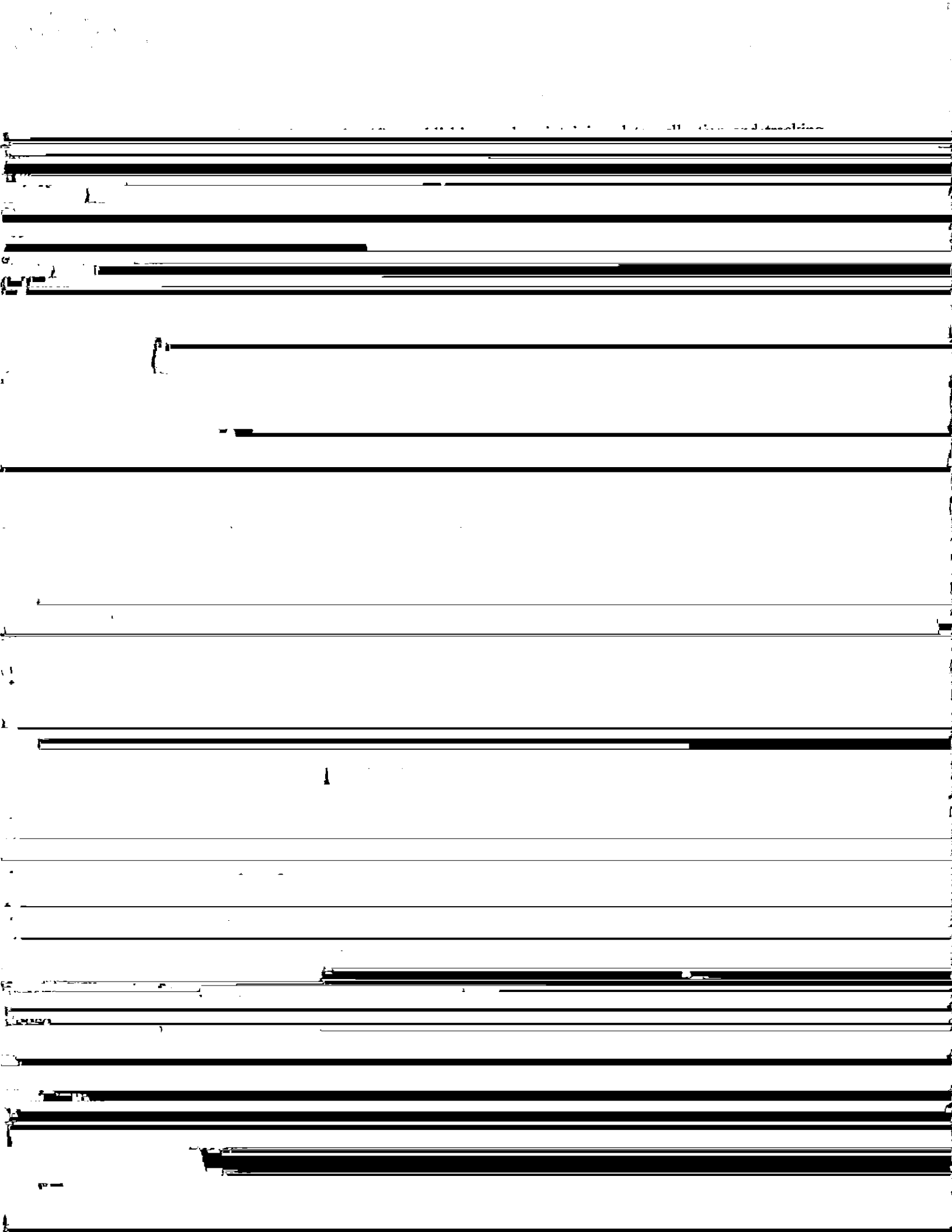
MULTIPLE SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ADVOCACY INC

And
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

THIS AGREEMENT, dated 10/7/10 (the "Agreement") is made by and between Sacramento City Unified School District ("District"), and School Innovations & Advocacy, Inc., a California corporation ("SI&A"), each being a "Party" and collectively the "Parties". This Agreement will replace the Multiple Services Agreement dated August 26, 2009.

RECITALS

WHEREAS District is the local education agency to assist District in the execution



means that a person, with respect to information, has actual knowledge of the information or
knows or has reason to know of the truth or falsity of the information.

5. Payment of Fees.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay
SI&A \$104,000, annually, (the "Fee") for the fiscal years 2010/11, 2011/12 and 2012/13, as
follows:

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall

constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

**SCHOOL INNOVATIONS
& ADVOCACY, INC.**

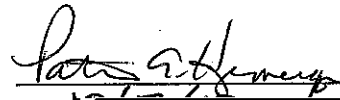
DISTRICT:

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

Signature:



Signature:



1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the

APPENDIX A

MANDATEPREP® SERVICES

During the Agreement Period, SI&A agrees to provide District the following MandatePrep® services:

(i) Disburse and File (based on information provided by District):

[REDACTED]

[REDACTED]

(ii) For Agreement Year 2010/2011:

[REDACTED]

[REDACTED]

- (1) 2009/2010 Reimbursement Claims;
- (2) Late and amended 2008/2009 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(ii) For Agreement Year 2011/2012:

- (1) 2010/2011 reimbursement claims;
- (2) Late and amended 2009/2010 reimbursement claims; and
- (3) Newly claimable programs approved by the Commission if the filing deadline is within the Agreement Period;

(iii) For Agreement Year 2012/2013:

APPENDIX B

SITESERVSM

During the Agreement Period, SI&A agrees to provide District the following services (SiteServSM) for the development of a site service plan for each school site as listed on Attachment B-1 ("Designated Sites" or individually, "Designated Site"):

(1) Provide site consultation and advisory sessions at each Designated Site each Agreement

Year;

(b) Coordinate between District and Designated Sites for data collection;

(c) Advise and assist each Designated Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates (2) determine the documentation

ATTACHMENT B-1

DESIGNATED SITES

Elementary Schools

AM Winn ES

Alphonsus Liguori ES

— Alice Birney Waldorf Inspired K-8 school

Bret Harte

Caleb Greenwood K-8

Camelia Basic

Caroline Wenzel ES

Cesar E Chavez ES

Clayton B Wire ES

Collis P Huntington ES

Crocker/Riverside ES

Franklin D. Roosevelt ES

Earl Warren ES

Edward Kemble ES

Elder Creek

Ethel I Baker ES

Ethel Phillips ES

Freeport ES

Fruit Ridge ES

Genevieve F Didion K-8

Golden Empire ES

HW Harkness ES

Hollywood Park ES

Hubert H Bancroft ES

Isador Cohen ES

James W Marshall ES

Jebediah Smith ES

John Bidwell ES

John Cabrillo ES

John D Sloat Basic

John H Still Center ES

Elementary Schools (continued)

Nicholas ES
OW Erlewine ES
Oak Ridge ES
Pacific ES
Parkway ES
Peter Burnett
Phoebe A Hearst Basic
Pony Express ES
Sequoia ES
Susan B Anthony ES
Sutterville ES
Tahoe ES
Theodore Judah ES
Washington ES
William Land
Woodbine ES

Middle Schools

Albert Einstein MS
California MS
Fern Bacon Basic MS
John H Still MS
Kit Carson MS

Sam Brannan MS
Sutter MS
Will C Wood MS
Success/CHESS Academy K-8

High Schools

American Legion HS
Arthur A Benjamin Health Professions HS
C K McClatchy HS
Engineering and Science HS
Hiram W Johnson HS
John F Kennedy HS
Luther Burbank HS
Rosemont HS
West Campus HS

ATTACHMENT B-2

Site Service Plan Checklist

So that we may best manage your expectations, and learn more about your preferences please complete the following checklist.

STAR Testing Window:

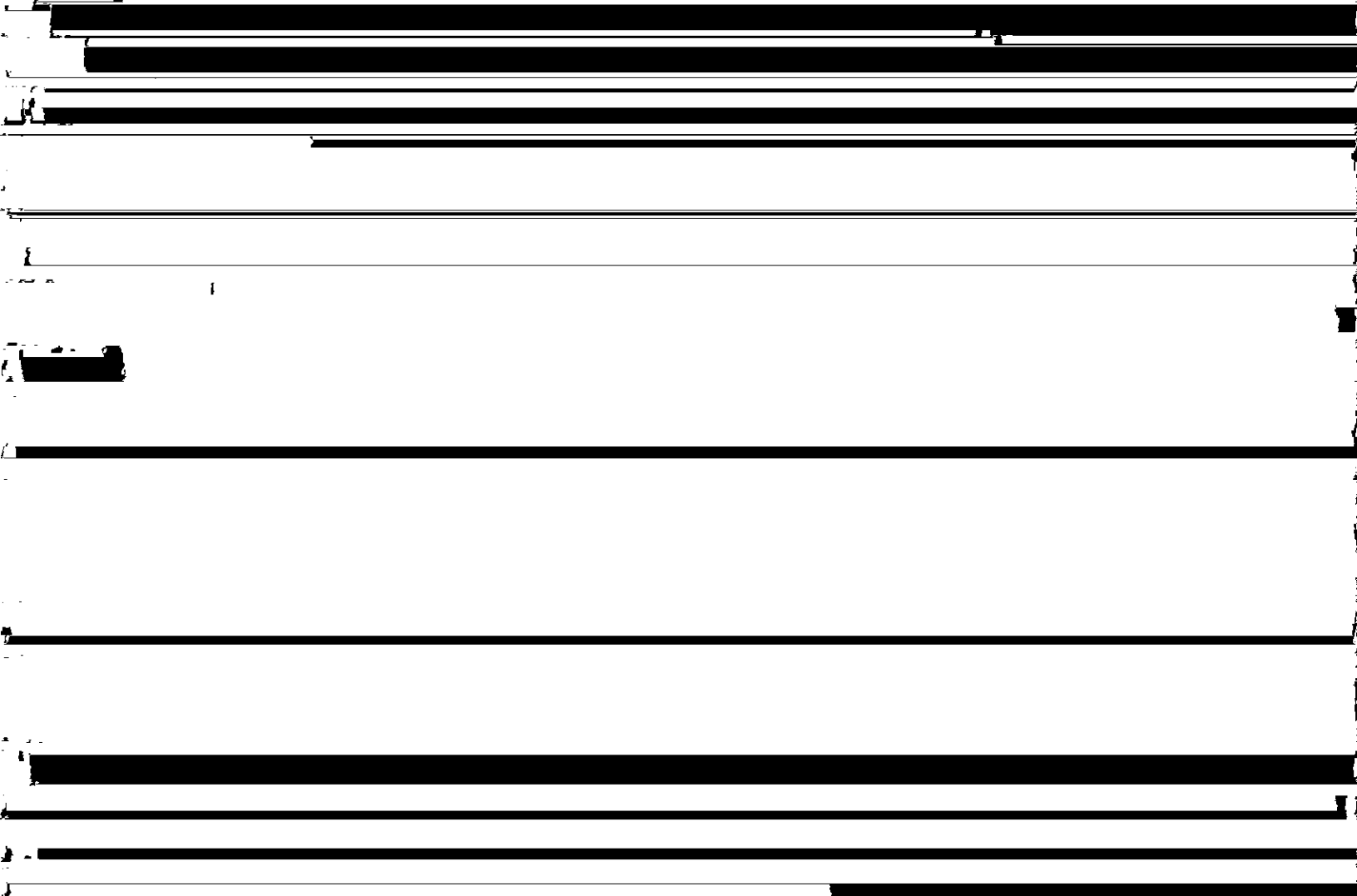
Please fill in your STAR Testing Dates: _____

School Calendar:

Please attach a copy of the current year school district calendar

Site Directory:

Please attach a copy of the current year site directory including e-mail addresses and phone numbers. Please feel free _____





SERVICES AGREEMENT

Date: September 1, 2011 **Place:** Sacramento, California

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

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services.



Flat Rate: The total payment to Contractor, including travel and other expenses,
One Hundred Fifty Thousand Dollars (\$150,000)

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Lee Yang, Director of Multilingual Education, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.



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.

7.1. All employees shall be fingerprinted and have their fingerprints scanned and stored in a secure database maintained by the District. The District shall be responsible for the cost of fingerprinting and the storage of fingerprints. The District shall be responsible for the cost of fingerprinting and the storage of fingerprints. The District shall be responsible for the cost of fingerprinting and the storage of fingerprints.

school site administrative or similar services may have any contact with any pupils, these



Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability

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



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 obligations required under this Agreement. In the event of a change in either private interest

or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge



SACRAMENTO CITY

WESTED

UNIFIED SCHOOL DISTRICT

By: _____

Patricia A. Hagemeyer
Chief Business Officer

Date

By: _____

Signature

Print Name/Title

Date



EXHIBIT A

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

2. Secondary Quality Teaching for English Learners foundational professional development institutes to develop a common vision, shared language, and a set of processes that define

- Up to 40 teachers from selected secondary schools will attend a five-day QTEL

**Quality Teaching for English Learners
Professional Development Profoposal for
Sacramento City Unified School District
2011 - 2012 School Year**

16 ~~Item~~ ~~Code~~

~~Item~~ ~~Code~~

~~Amount~~



For Elementary Teachers: Professional Learning Opportunities Proposed for the 2011- 2012 school year:

5-day QTEL Elementary Institute - Up to 40 teachers from selected Elementary schools	Sept. 24 Oct. 8 & 22 Nov. 5 Dec. 10, 2011		
Total cost for two institutes			\$45,000.00

For Secondary Teachers:

5-day QTEL Disciplinary Institute for EL Arts - Up to 40 teachers from selected Secondary schools	Sept. 24 Oct. 8 & 22 Nov. 5 Dec. 10, 2011		
Total cost for two institutes			45,000.00



One four-day (8 half day sessions)
Instructional Leadership Institute

Sept. 27 & 28

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

**And
Club Z! Tutoring**

The Sacramento City Unified School District ("District") and the Club Z! Tutoring ("Club Z!")
collectively hereinafter referred to as "the Parties" hereby agree to the following:

[REDACTED]

C. Independent Contractor. While engaged in providing the services provided in this

2513 Riparian Drive, Ste 100
Elk Grove, CA 95757

If to: Sacramento City Unified School District
c/o Zena Scott, Youth Engagement
Serna Center

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

DISTRICT:

By: _____

Patty Hagemeyer
Chief Business Officer
Sacramento City Unified School District

_____ Date

CLUB Z!: 

ASES: Sacramento City USD and Club Z!

DISTRICT shall:

12

16. Provide annually in-kind support and direct services totaling approximately \$14,277, such financial support to be itemized and reported monthly to the District.
17. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.

18. [Redacted]

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Office of Family and Community Engagement
Youth Development Support Services**

And

TARGET EXCELLENCE

The Sacramento City Unified School District ("District") and TARGET EXCELLENCE ("Target Excellence")

hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 22nd, 2011 ("Effective Date") with respect the following recitals:

RECITALS

facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, Target Excellence shall provide the District's installments not to exceed a total of \$600,000. The District shall

address below:

If to: Target Excellence
c/o Keith Herron
7442 Ingalls Way

TARGET EXCELLENCE and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by

written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopied signatures shall

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:


By:

Patty Hagemeyer
Chief Business Officer

Date

TARGET EXCELLENCE:

By:


Authorized Signature

8/24/11
Date

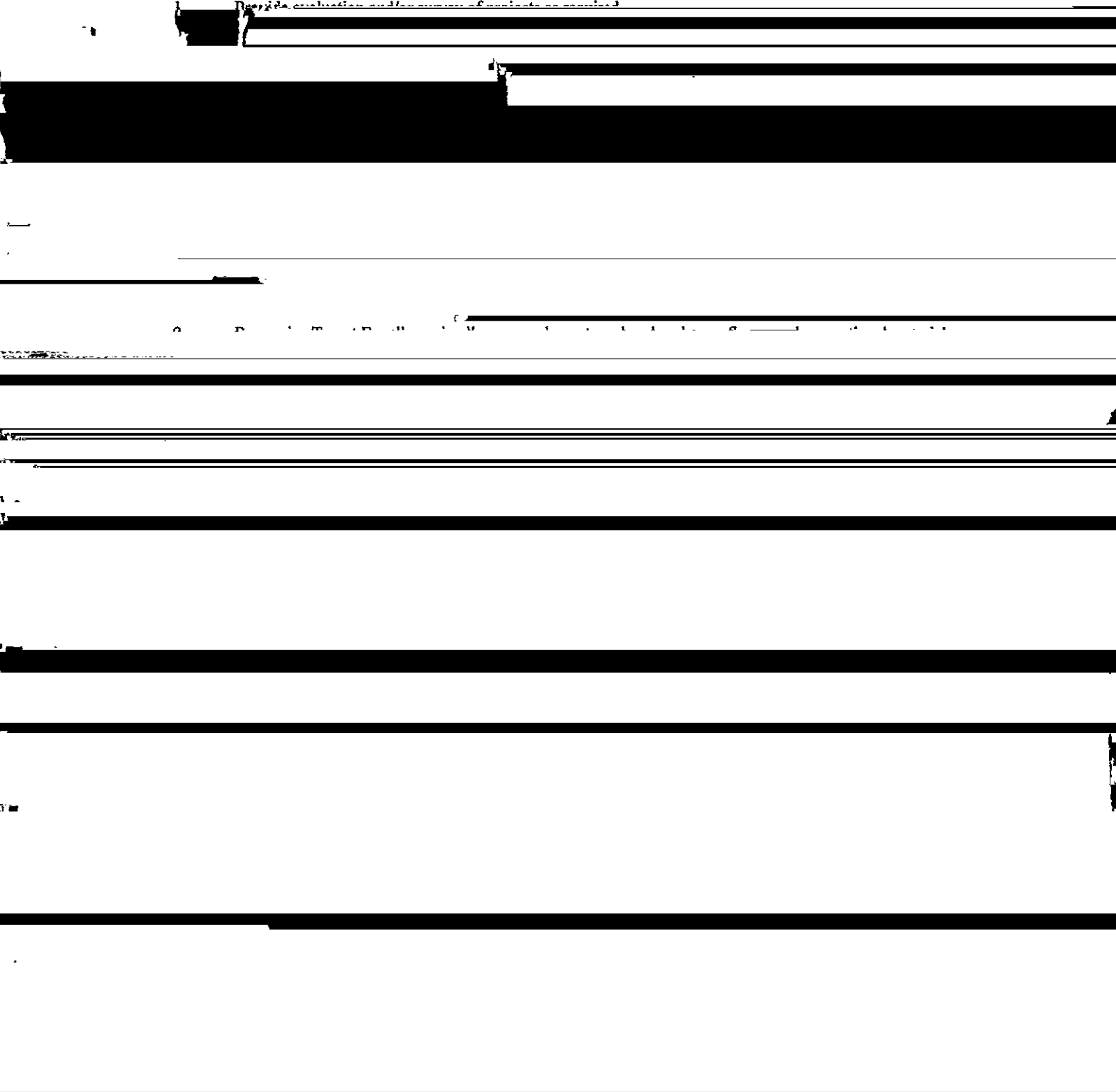
Print Name: Kera Norren

Title: Business Director

ASES: Sacramento City USD and Target Excellence
Scope of Services: August 22, 2011 to June 30, 2012
Attachment A*

DISTRICT shall:

Provide evaluation and/or number of students as required



16. Provide annually in-kind support and direct services totaling approximately \$102,975, such financial support to be itemized and reported monthly to the District.
17. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
18. Act as liaison with parents in supporting the Family Literacy component
19. Others areas as identified and agreed upon in writing from the DISTRICT or the specific School Site

School Sites shall:

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents

AGREEMENT FOR SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

FACE Youth Development Support Services

Youth Engagement Services

And

City of Sacramento, START Program

The Sacramento City Unified School District ("District") and the City of Sacramento ("City") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on July 1st 2011 ("Effective Date") with respect to the following:

[Redacted]

[Redacted]

[Redacted]

RECITALS

WHEREAS the District desires to accept City's Sacramento START Program in providing afterschool

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, the CITY, and each of CITY 's employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference. Agreement 2001-050 is attached for reference.

D. The District and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference. Agreement 2001-050 is attached for reference.

CITY OF SACRAMENTO and District with respect to the subject matter hereof and supersedes all

60
[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

[Faint, illegible text]

[Redacted]

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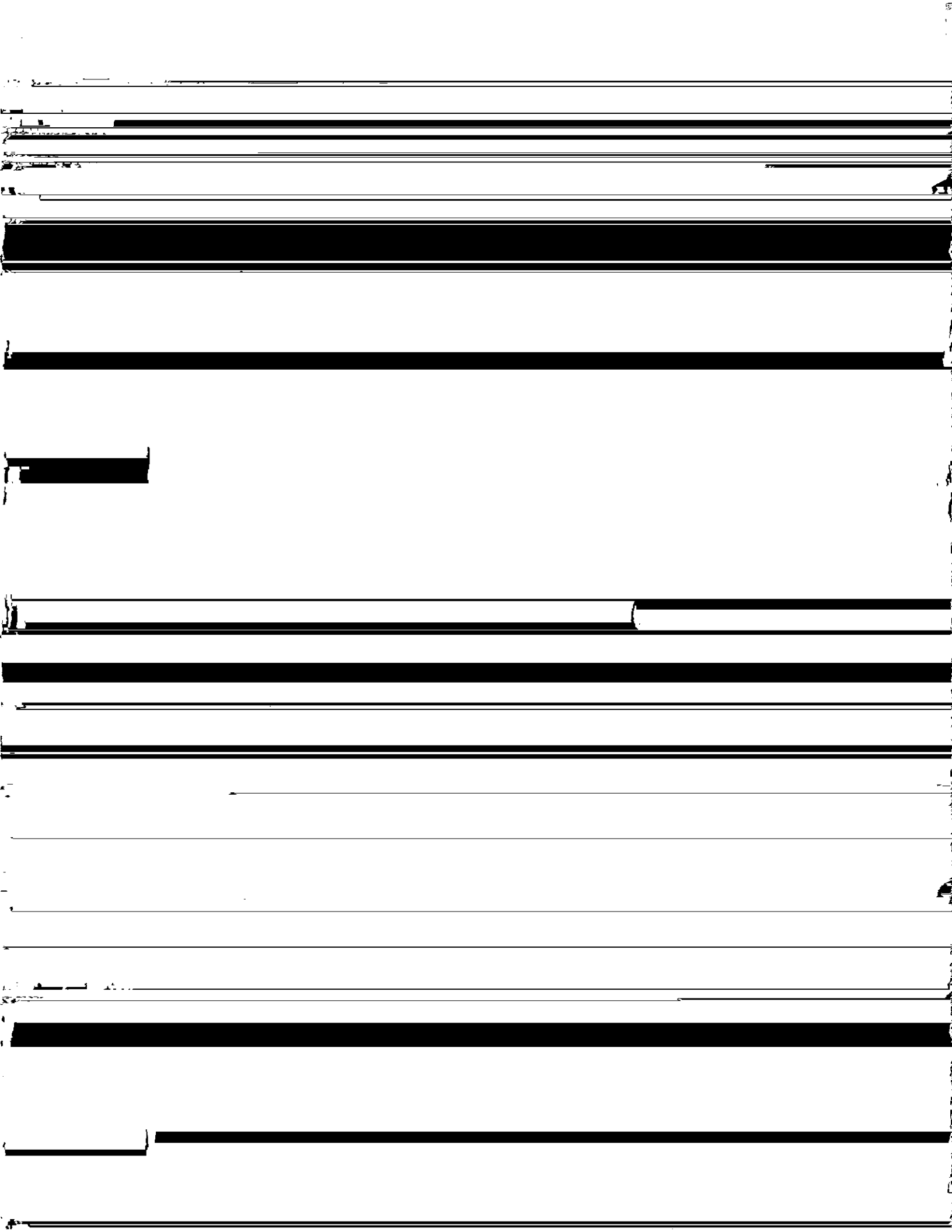
[Redacted]

[Redacted]

And

[Faint, illegible text]

[Redacted]



Agreement, caused in whole or in part by any negligent act or omission or the willful misconduct of THE CENTER , any subcontractor, anyone directly or indirectly employed by THE CENTER or anyone for whose acts any of them may be liable, except to the extent caused by the negligent act or omission or willful misconduct of the District.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ Date _____
Patty Hagemeyer
Chief Business Officer
Sacramento City Unified School District

~~CONFIDENTIAL CONTRACT DOCUMENT~~

By: Henry Kloczkowski
Authorized Signature

Aug. 30, 2011
Date

Print Name: Henry Kloczkowski

Title: Executive Director

**ASES: Sacramento City USD and the Center
Scope of Services: August 22, 2011 to June 30, 2012**

Attachment A*

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required

appropriate.

16. Provide annually in-kind support and direct services totaling approximately \$150, 824.25, such financial

17. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and

assistance needed.

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

This is an addendum ("Addendum") to the memorandum of understanding ("MOU") between the Sacramento City Unified School District ("District") and the Sacramento Chinese

Professional Center, Inc. ("SCCPC") which was approved by the District's Board of

[REDACTED]

depositing the notice in the United States Mail. If served by fax, service shall be effective at the

Notices to the District shall be directed as follows:

*Zenae Scott, District After School Coordinator
Coordinator II, Youth Services
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Fax: (916) 643-9455*

Notices to SCCSC shall be directed as follows:

*Sacramento Chinese Community Service Center, Inc.
420 I Street, Suite 5
Sacramento, CA 95814
Fax: (916) 442-4281*

3. *Workers' Compensation and Employers' Liability Insurance in a form and amount covering SCCSC's full liability under the California Workers'*

state and federal laws.

- a. *Part A – Statutory Limits*
- b. *Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability*
4. *Errors and Omissions (Professional Liability) coverage, \$1,000,000 per occurrence/\$1,000,000 aggregate*
5. *Upon request, SCCSC shall furnish the District with certificates of insurance and endorsements evidencing coverage specified in Sections (X)(1) through*

SA10-00227

MEMORANDUM OF UNDERSTANDING
RE: After School Safety and Education for Teens (ASSETs) Program
Between

AND
Sacramento City Unified School District
Youth Development Department - After School Services Office

2009 - 2013

This memorandum of understanding (MOU) is between the Sacramento City Unified School District (Hereinafter

SCCSC:

VI. Indemnification

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Between

Yves D. L. ...

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, Boys and Girls Club of Greater Sacramento, and each of Boys and Girls Club of Greater Sacramento employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, Boys and Girls Club of Greater Sacramento 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. Boys and Girls Club of Greater Sacramento shall maintain this

successors, assigns, directors, employees, officers, and agents related this Agreement. Boys and

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By:

Patty Hagemeyer
Chief Business Officer
Sacramento City Unified School District

Date

Attachment A*

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize Boys and Girls Club of Greater Sacramento in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after-school liaison for each school that will provide the support and evidence needed to

approval of the District.

to provide the necessary and sufficient staffing to maintain a 20:1 student/teacher ratio