



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 11.1a

Meeting Date: August 4, 2011

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

Learning Support Unit/Department: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

Estimated Time:	N/A
Submitted by:	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
Approved by:	Patricia A. Hagemeier, Chief Business Officer

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
A12-00016 California Department of Education	7/1/11 – 9/30/13: Mental Health Services Grant for pupils with mental health-related services required by their individualized education programs. Assembly Bill 114 repealed the state mandate on county mental health agencies and eliminated all references to mental health services. As a result of this new legislation, school districts will be responsible for ensuring that students who receive special education services, and are in need of mental health related services, receive these services under the requirements of the Individual with Disabilities Education Act (IDEA) 2004. These funds are allocated to the district so that current mental health services may continue and a new model developed to ensure a seamless system of mental health services for students receiving special education in accordance with IDEA requirements.	\$548,486 No Match
<u>HEALTH SERVICES</u>		
A12-00017 County of Sacramento	7/1/11 – 6/30/12: Resolution No. 2671 authorizing the district to enter into a contract with the County of Sacramento to provide flu immunization clinics at Bretto to pr	

provide vision, leadership, technical assistance and direction for development and implementation of a statewide education strategy for the California Department of Education.

HUMAN RESOURCES

CN110199
California Department
of Education

7/1/11 – 6/30/12: Visiting Educator Agreement provides the services of Deborah Sigman to the Curriculum,

ACCOUNTABILITY OFFICE

SA12-00088
Cambridge Education

7/1/11 – 6/30/12: Finalize the development of a coherent system of school baseline assessments and School Quality Reviews (SQR) to give the district and individual schools a clear understanding of their strengths and areas for improvement as it relates to teaching and learning.

\$299,800
Title I Funds

Thirty schools will be reviewed during the 2011-12 school year, completing the first cycle of reviews for all K-12 schools in the district. In addition, 40 administrators and teachers will be trained in the initial process, and 70 administrators who have had initial training will receive additional training in writing reviews and leading the review process. The intent is that in the 2012-13 school year, the district will have the internal capacity to conduct and write School Quality Review Reports without external assistance. The School Quality Review process is aligned with the School Development and Improvement Plan process used by all sites to write goals and guide implementation efforts in a continuous improvement cycle.

School quality and community reviews will have four stages: 1) Pre-review work, including the self-assessment; 2) School review visit; 3) On-site feedback; and 4) Written report.

Strategic Plan: Aligns with both Pillar I, College and Career Ready, in that the focus of the outcome of the SQR process is improvement in teaching and learning and ultimately student achievement. Students, parents, staff and community members participate in focus groups that contribute to the overall report and goals that result from the process, so the SQR also aligns with Pillar II, Family and Community Engagement. Lastly, the SQR process is an integral part of the continuous improvement cycle that drives the Organizational Transformation described in Pillar III of the Strategic Plan.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Hollywood Park Elementary Will C. Wood	None	Recycle
Audio/Visual Equipment	Hollywood Park Elementary Will C. Wood	None	Recycle

RECOMMENDED BID AWARD – SUPPLIES/SERVICES

Bid No. 110602 Security Services
Recommendation: Award to Comprehensive Security Services
Amount/Funding: General Funds

This is for district-wide security services as needed for some athletic events, parking lot patrols or activities when security is needed but not at the officer level. Security Services personnel are not sworn officers and do not carry weapons of any kind.

This bid is for three (3) years with two (2) one year options for extension at the district’s discretion. Recommendation is based on the lowest responsible bidder meeting specification. The amount represents an hourly rate.

BIDDER	BIDDER LOCATION	Price Per Hour	
Comprehensive Security Services	Sacramento, CA	\$14.70	Award
A1 Protection Services	Sacramento, CA	\$15.69	
Professional Security Consultants	Los Angeles, CA	\$15.93	
All Phase Security, Inc.	West Sacramento, CA	\$16.00	
Lyons Security	Orange, CA	\$16.53	
Security Code 3	San Jose, CA	\$17.00	
National Security Industries	San Jose, CA	\$18.00	

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

CN110198

REGISTRATION NUMBER

STATE AGENCY'S NAME

California Department of Education

CONTRACTOR'S NAME

Sacramento City Unified School District

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED JULY 1, 2011
BETWEEN THE STATE OF CALIFORNIA AND THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Under the provisions of Government Code Section 19050.8 and State Personnel Board Rule 427, the State of California and the Sacramento City Unified School District enter into an agreement for the assignment of:

Name of Employee: William Ellerbee
Local Education Agency: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Mr. AD Davis, Superintendent

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The CDE will reimburse the Sacramento City Unified School District for the [REDACTED] a standard agreement contract. In addition to [REDACTED]

IX. TERM OF CONTRACT

This contract will commence on July 1, 2011 and will terminate on June 30, 2012. This contract may be terminated before the expiration date by either party

with a thirty day written advance notice.

APPROVED:

FOR THE STATE OF CALIFORNIA

FOR SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT



Richard Zeiger,
Public Instruction

Jonathan Raymond, Superintendent
Sacramento City Unified School District

EXHIBIT B

~~SECRET~~ RETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the City agrees to compensate the Contractor for actual expenditures incurred in

V. ESCALATOR CLAUSE:

This agreement may be amended to cover any increases in salary or benefits for the fiscal year, which are approved and implemented by the contractor's governing board within the Budget Act cap, if any.

to City Unified School District

Visiting Educator William Ellerbee

July 1, 2011 -
June 30, 2012

Budget

Monthly Rate	\$13,122.92
Months	12
	<hr/>
	\$157,475.04

Allowance (400x12mo)

4,800.00

Total Salary

\$162,275.04

Benefits:

STRS	8.250%	13,387.69
Unemployment	1.61%	2,612.63
Workers Compensation	1.88%	3,050.77
		<hr/>

Retiree Surcharge
Total Benefits

5,645.00
\$25,005.09

Salary and Benefits

\$187,280.13
-2,253.00

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in

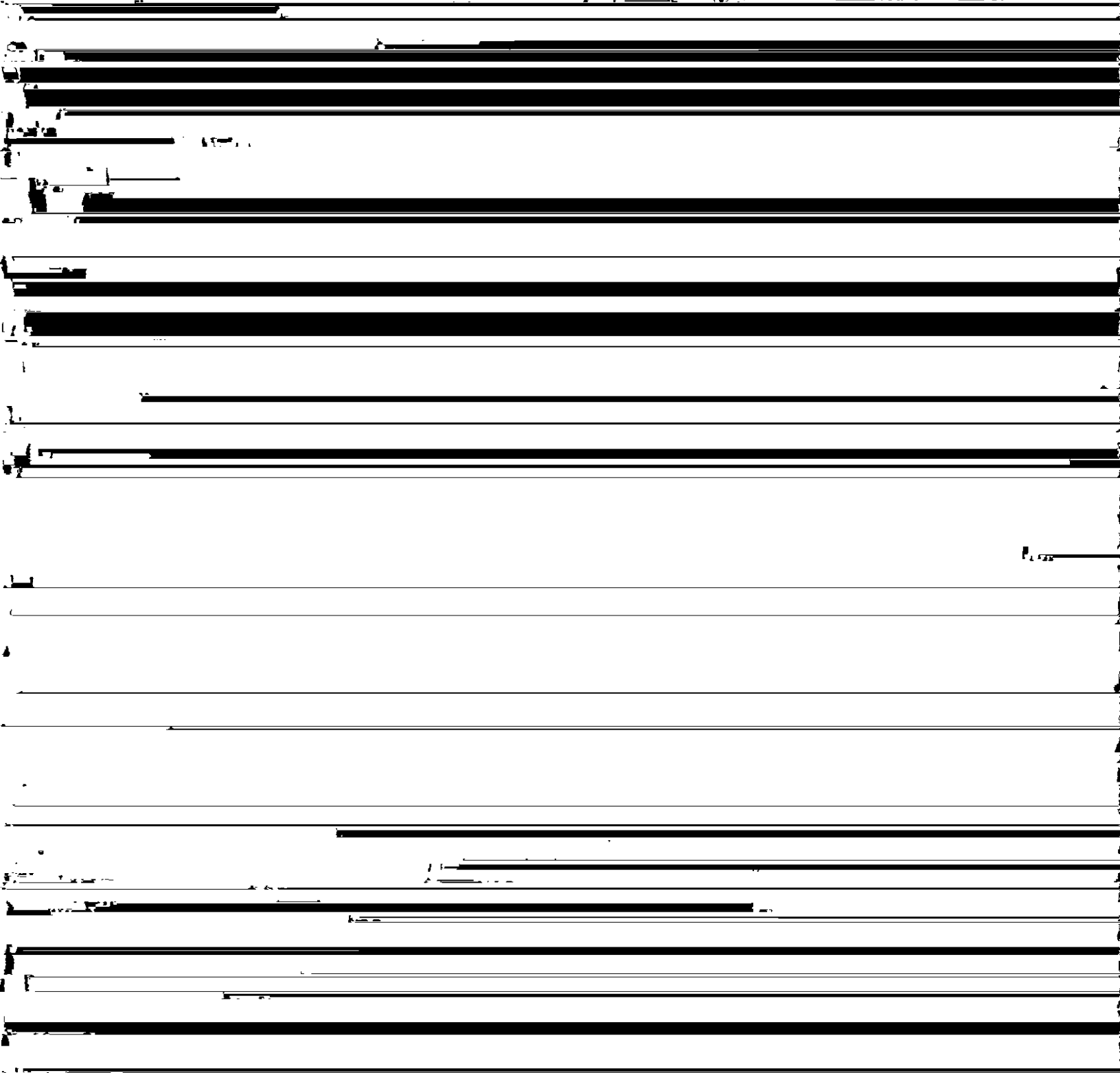


EXHIBIT E

ADDITIONAL PROVISIONS

I. RIGHT TO TERMINATE: rev. 5/07

This agreement may be terminated before the expiration date by either party subject to thirty (30) days written advance notice.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

1. This Agreement is entered into between the State Agency and the Contractor named below:

California Department of Education

Sacramento City Unified School District

2. The term of this Agreement is: July 1, 2011 through June 30, 2012

3. The maximum amount \$ 187,971.56

CONTRACTS OFFICE

ENCUMBRANCE SHEET

CO-510 (Rev. 9/10)

CONTRACT NO. CN110199	A.M. NO.
VENDOR NO. 6743-00	

Sacramento City Unified School District

AMOUNT ENCUMBERED	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE
\$187,071.50	ACCOUNTABILITY BRANCH MGMT. GR.	GENERAL

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor will provide the services of Deborah Sigman to the Curriculum. Learning.

MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED JULY 1, 2011
BETWEEN THE STATE OF CALIFORNIA AND THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR EMPLOYEE ASSIGNMENT FOR TRAINING PURPOSES

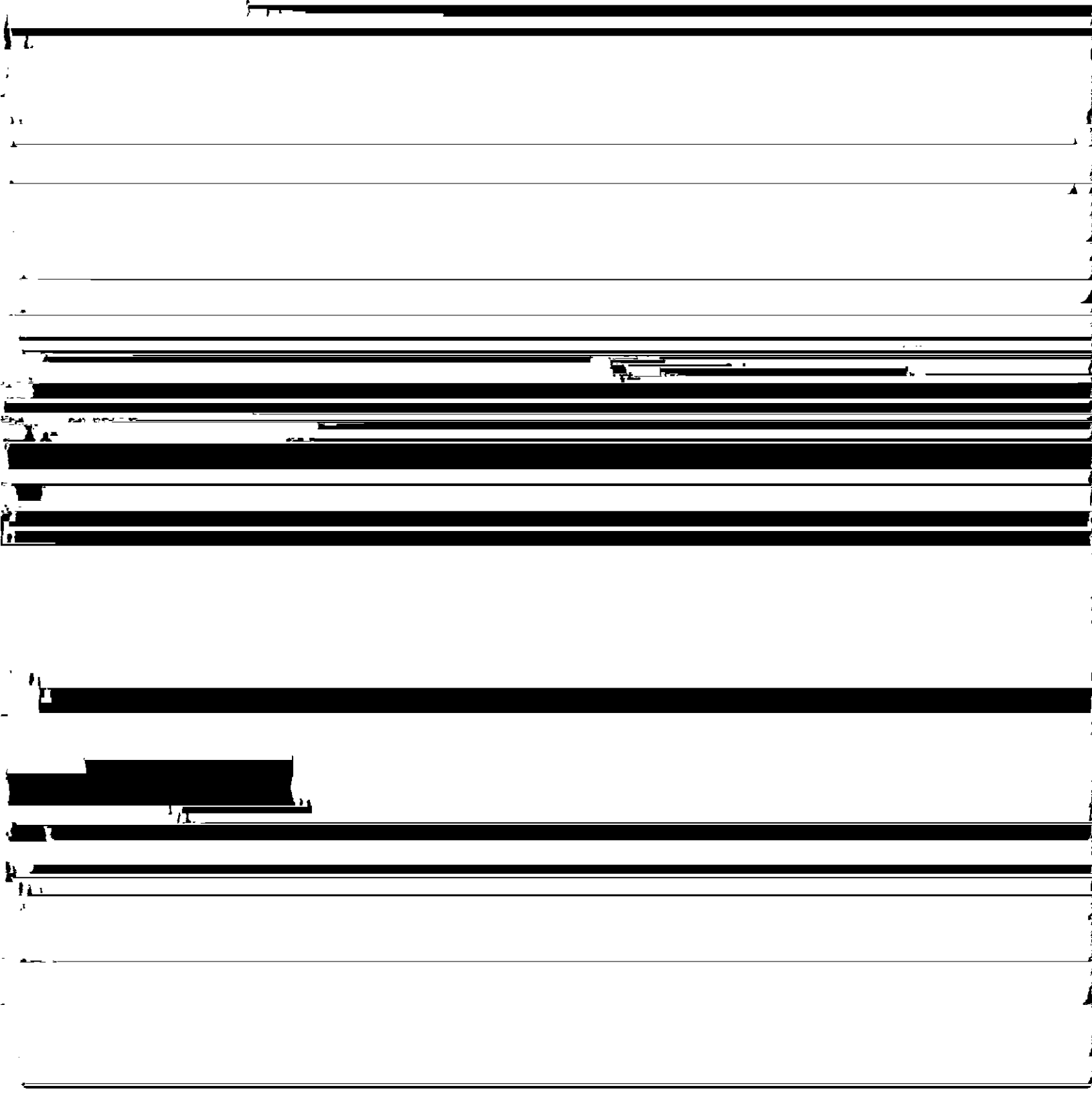
[REDACTED]

On July 1, 2011, the State of California and the Sacramento City Unified School District enter into

[REDACTED]

II. POSITION DATA AND SUPERVISION

The employee will be assigned to the position of Deputy Superintendent of Public Instruction for Curriculum, Learning, and Accountability located at 1430 N Street, Suite 5602 Sacramento, California. The employee will



III. COSTS AND EXPENSE

The CDE will reimburse the Sacramento City Unified School District for the employee's salary and benefits via a standard agreement contract. In addition to salary, reimbursement will be paid for employer's contributions toward employee benefits including health and welfare, Medicare, Social Security and

workers' compensation programs.

VI. TERM OF CONTRACT

This contract will commence on July 1, 2011; and will terminate on June 30, 2012. This contract may be terminated before the expiration date by either party with a thirty day written advance notice.

APPROVED:

FOR THE STATE OF CALIFORNIA

Richard Z...

Date: 6/29/11

[Signature]

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of

Invoices shall include the **Agreement Number** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

V ESCALATOR CLAUSE:

This agreement may be amended to cover any increases in salary or benefits for the
_____ school implemented by the contractor's governing board

[REDACTED]

**Sacramento City Unified School District
Visiting Educator Deborah Sigman**

July 1, 2011 -
June 30, 2012

Budget

Monthly Rate	\$11,956.35
Months	<u>12</u>
Total Salary	\$143,476.20

Benefits:

PERS	10.923%	15,671.91
Unemployment	1.61%	2,309.97
Workers Compensation	1.88%	2,697.35

Social Security	6.20%	8,895.52
Health and Welfare		309.00
Retiree Surcharge		5,645.00
PERS Reduction	2.097%	<u>3,008.70</u>
Total Benefits		\$40,617.85

Salary and Benefits	\$184,094.05
3 Furlough Days	-2,145.00
Total Salary and Benefits	\$181,949.05

Indirect Costs	3.31%	6,022.51
Grand Total		\$187,971.56

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing within 30 days of the date of the action. The project monitor shall issue a decision within 30 days of the date of the dispute.

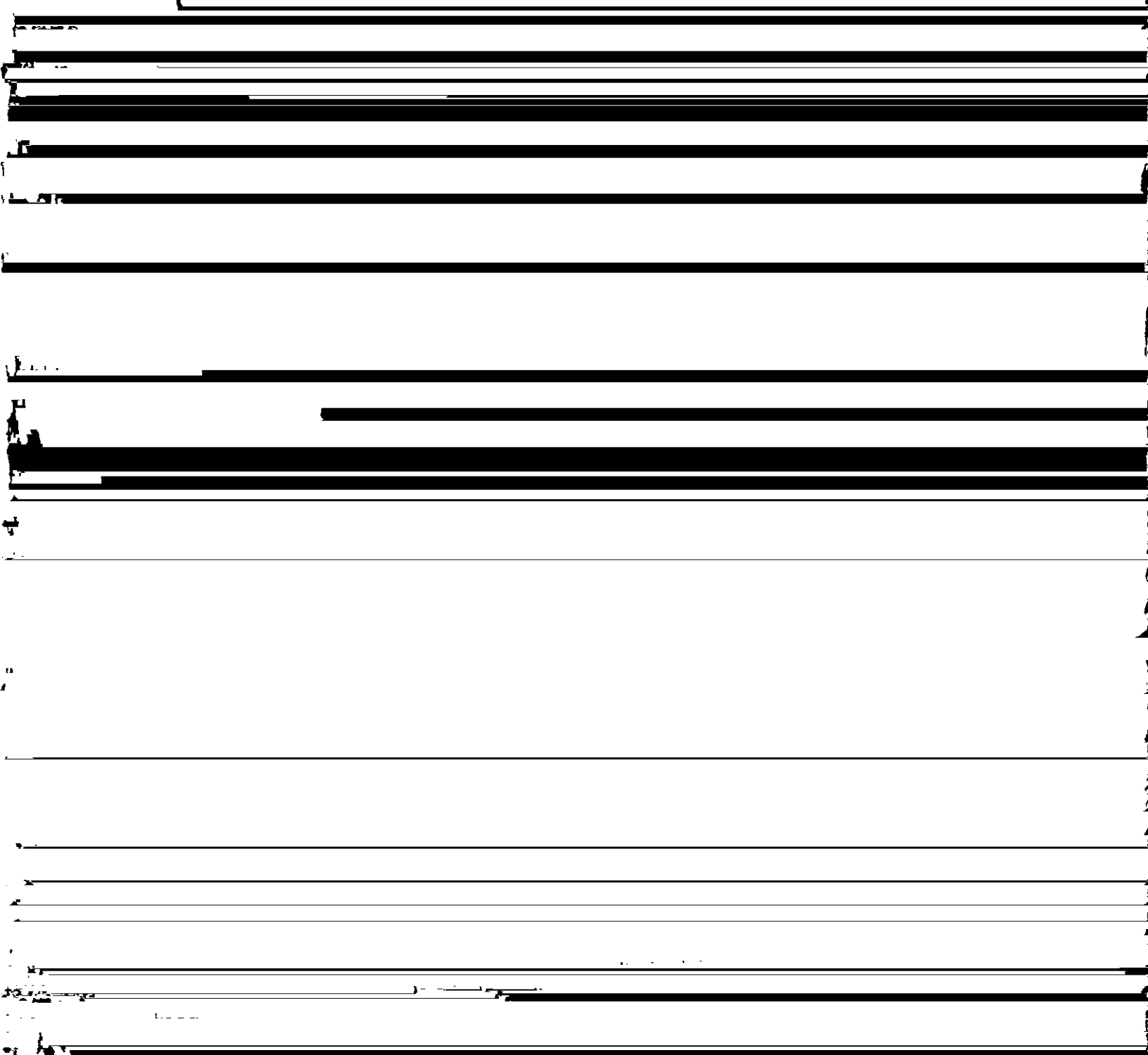
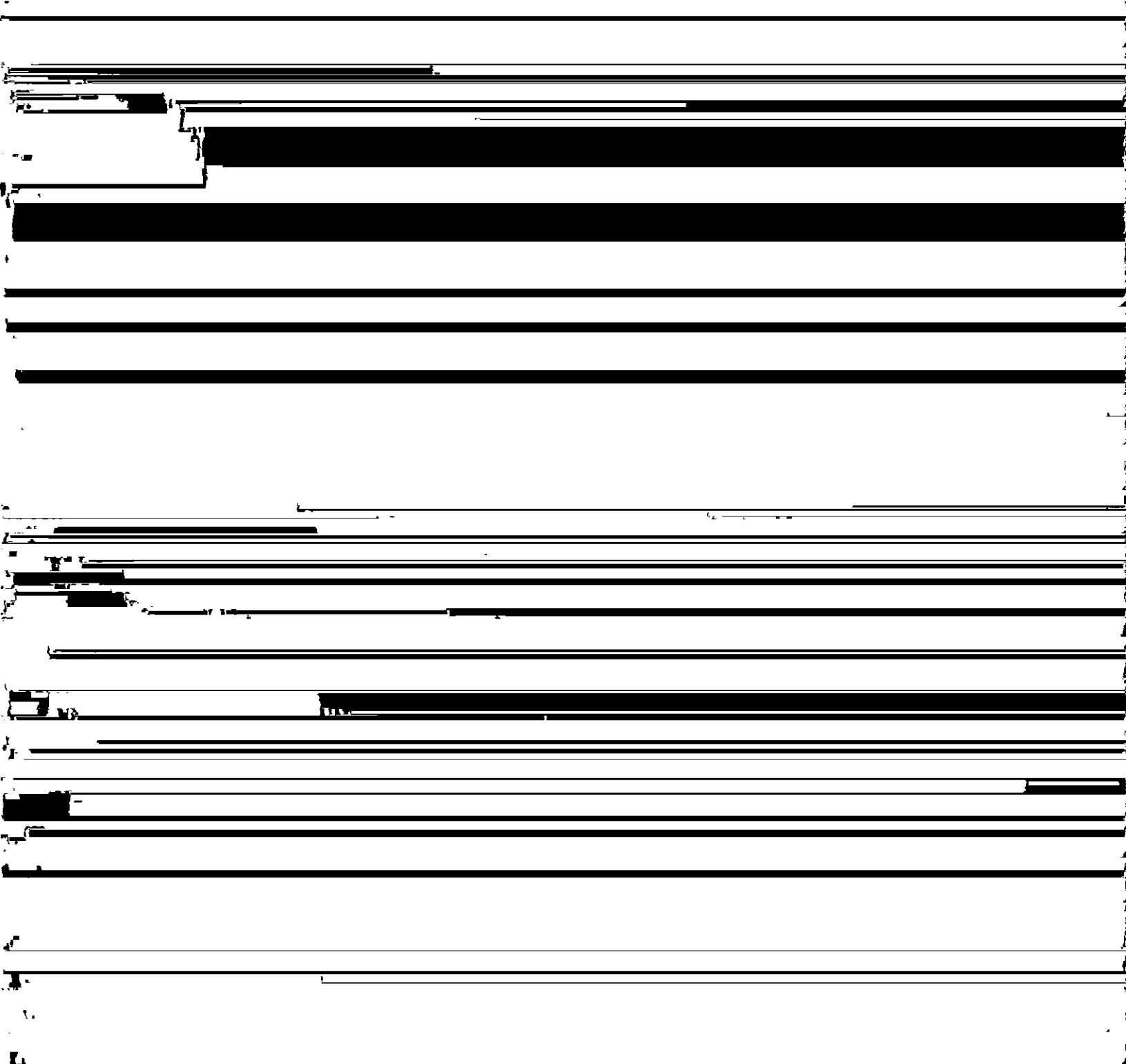


EXHIBIT E

ADDITIONAL PROVISIONS

I. RIGHT TO TERMINATE: rev. 5/07

This agreement may be terminated before the expiration date by either party subject to



P212-800-0822

work Subawardee will perform specific to its own facilities. SMUD and Subawardee have worked cooperatively to prepare the SOW. The Parties warrant that the SOW accurately reflects the work to be performed under the Grant and accurately identifies the

While Subawardee will be solely responsible for implementation of its SOW, SMUD has

overall accountability to the DOE for the timely and accurate completion of Subawardee's discrete project. Subawardee agrees to share with SMUD detailed scopes

of work and anticipated project schedules of Subawardee's contractors/vendors to perform work associated with the Grant. Prior to Subawardee's contractors/vendors commencing work, Subawardee shall obtain approval from SMUD Contract Manager of the Subawardee's contractor's/vendors scope(s) of work and anticipated project

The DOE funds Subawardee's award share through reimbursement invoicing, as described in Section VIII of this Agreement. The DOE reimbursement funds flow through SMUD to Subawardee and SMUD's obligation to provide reimbursement funds to Subawardee is subject to receipt of funding from DOE.

Subawardee specifically acknowledges that its cost share is 50.0% of allowable project costs and is subject to a reimbursement rate established by DOE (currently 50.0%) of Subawardee's total

through contract and/or cost share) must occur within the approved time period as specified in

- Environmental and Social Scientists
- Construction, Electrical and Other Trades
- Analysts
- Business Occupations
- Recording, Scheduling, Computer Operator Occupations

b) A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that

changes to the objectives and scope require prior approval by the contracting officer.

BCWS – Budgeted Cost of Work Scheduled. Planned accomplishment established in performance measurement baseline.

ETC – Estimate to Complete. Current estimate for the remaining project scope.

- (4) Any incident which causes a significant process or hazard control system failure.
- (5) Any event which is anticipated to cause a significant schedule slippage or cost increase.
- (6) Any damage to Government-owned equipment in excess of \$50,000.
- (7) Any other incident that has the potential for high visibility in the media.

7. Annual Inventory of Federally Owned Property

Requirement: If at any time during the award the Subawardee is provided Government-

information: the name and individual identifying number (e.g., the last four digits of the employee's social security number) of each covered worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents), daily and weekly number of hours worked, deductions made and actual wages paid. See 29 C.F.R. § 555.1(3)(i). The required specifications for the Statement of Compliance

of determining compliance with the Grant requirements and this Agreement. Such audits shall be performed either by SMUD personnel or by an independent third party whom SMUD may employ for the purpose of making such audits. SMUD and the

~~of determining compliance with the Grant requirements and this Agreement. Such audits shall be performed either by SMUD personnel or by an independent third party whom SMUD may employ for the purpose of making such audits. SMUD and the~~

Account included as contributions from customers of the following associated utility companies:

1. Subawardee shall provide such expenditure detail for both Subawardee and any

2. Subawardee shall provide such expenditure detail for both Subawardee and any

Parties and shall not become a part of this Agreement unless mutually agreed to in writing by the Parties.

B. Changes by DOE. The Parties acknowledge the DOE may require changes to the DOE Assistance Agreement, reporting requirements, SOW, or special terms and conditions and flowdown provisions, during the term of this Agreement. To the extent that any DOE mandated change impacts Subawardee, the Parties agree to work cooperatively and in good faith to mutually agree to amend this Agreement in writing to reflect the DOE mandated changes.

C. Equitable Adjustment. Changes which affect performance, schedule, warranties, or other

SMUD reserves the right to terminate this Agreement for cause, without liability to SMUD. As used in the preceding sentence, "cause" may include but is not necessarily be limited to

“[REDACTED]”

“[REDACTED]”

~~...of the existence, terms, and circumstances surrounding such request so that the~~

[REDACTED]

[REDACTED]

[REDACTED]

~~...of the existence, terms, and circumstances surrounding such request so that the~~

[REDACTED]

internally by the other Party for purposes of performance under this Agreement. The

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

XXII. REPRESENTATION REGARDING DEBARMENT, SUSPENSION,

Subawardee represents to the best of its knowledge and belief, obtained after appropriate due diligence, that Contractor and its subcontractors or suppliers under this Agreement comply with the provisions of the Assurance of Compliance form included as an Appendix to this Agreement and by this reference is made a part hereof.

The Certification Form is included as an Appendix to this Agreement and by this reference is

with any additional certifications required to show compliance with prevailing wage laws. In the event of noncompliance by Subawardee, or by any of Subawardee's lower-tier contractors, Subawardee shall be responsible for all costs and expenses associated

Subawardee shall include the applicable Davis-Bacon Act Wage Determination(s)

effective as of the date of the bid (DBP/DIA/DFC) unless for some reason that

XXX. ENTIRE AGREEMENT

This Agreement, together with, and all appendices, exhibits and/or attachments attached

hereto and any amendments, modifications, change orders, addendum and/or any other

_____ constitutes the entire agreement between the

Federal OMB Reporting by Subawardee

For specific information on OMB reporting, refer to OMB Memorandum M-10-08, dated December 18, 2009 or latest guidance published by the OMB. The Subawardee report will include, but not be limited to:

DOE Invoice Form

DOE Invoice Form is available at <https://www.smudlink.org/grants->

**CERTIFICATIONS REGARDING LOBBYING;
DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS.**

Subawardees should refer to the regulations cited below to determine the certification to which they are required to attest. Subawardees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 10 CFR Part 600 *et seq*. The certifications

- (g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

5. SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the subawardee will comply with the above

certifications.

Name of Applicant: _____

Printed Name and Title of
Authorized Representative: _____

SIGNATURE

DATE

NOT

DUPLICATE

**Assurance of Compliance
Nondiscrimination in Federally Assisted Programs**

OMB Burden Disclosure Statement

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-420), Title III of the

of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Public Utilities pursuant to the provisions of the Public Access to Information Act, Chapter 113, Section 113.01, 113.02, 113.03, 113.04, 113.05, 113.06, 113.07, 113.08, 113.09, 113.10, 113.11, 113.12, 113.13, 113.14, 113.15, 113.16, 113.17, 113.18, 113.19, 113.20, 113.21, 113.22, 113.23, 113.24, 113.25, 113.26, 113.27, 113.28, 113.29, 113.30, 113.31, 113.32, 113.33, 113.34, 113.35, 113.36, 113.37, 113.38, 113.39, 113.40, 113.41, 113.42, 113.43, 113.44, 113.45, 113.46, 113.47, 113.48, 113.49, 113.50, 113.51, 113.52, 113.53, 113.54, 113.55, 113.56, 113.57, 113.58, 113.59, 113.60, 113.61, 113.62, 113.63, 113.64, 113.65, 113.66, 113.67, 113.68, 113.69, 113.70, 113.71, 113.72, 113.73, 113.74, 113.75, 113.76, 113.77, 113.78, 113.79, 113.80, 113.81, 113.82, 113.83, 113.84, 113.85, 113.86, 113.87, 113.88, 113.89, 113.90, 113.91, 113.92, 113.93, 113.94, 113.95, 113.96, 113.97, 113.98, 113.99, 114.00.

Exhibits A – B (placeholder)

To be included in final signed contract

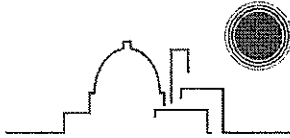
CONFIDENTIAL



SMUD
SACRAMENTO MUNICIPAL UTILITY DISTRICT
H E A D Q U A R T E R S

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

Exhibit B
SCOPE OF WORK

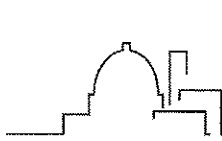


SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.®

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

3	Support Auto-DR Preliminary Assessments	10/1/2011	Cooperatively work with SCUSD consultants and SMUD to develop an automated demand Response (Auto-DR) strategy for the overall
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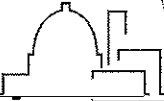
SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.®

P.O. Box 15920 Sacramento, CA 95850-1920 | 916.343.8111 | www.smud.org

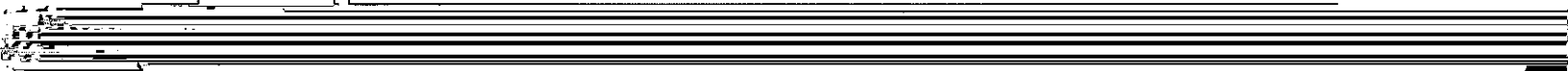
EXHIBIT C

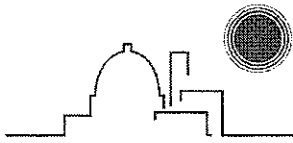
BUDGET



SMUD

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SMUD

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SA12-00088

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email: tim.heyer@ncmb.edu.us

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1. COMPANY HISTORY

Cambridge Education was founded in 2004 in the UK. It has since expanded to over 100 countries around the world. Founded in 2004, Cambridge Education (LLC) is the US-based entity which makes available the worldwide consultancy, training, and change management experience of Cambridge Education to the US market.

Mott MacDonald Group Ltd.

Evaluation criteria

Reviewers in Sacramento use evaluation criteria designed in conjunction with the district to evaluate the key aspects of the school's work and its impact on student achievement.

The six domains are as follows:

- Progress and Student Achievement

- Curriculum Provided and Experienced

Preparation of review teams

All reviewers have in-depth experience and knowledge of using a generic framework for the review of schools but they are also given a full day's briefing when joining the project to ensure that they

understand the interpretation and application of this framework in the local environment. This ensures

similar program to that used this year. This process will be completed in conjunction with the training of

- Two review days per school
- Report writing and editing
- Quality Assurance

Individual School Improvement Planning

Cambridge Education will continue to provide half day on-site follow-up each of the School Quality

Review visits. This session provides the school leadership team with on the job training and support to identify areas and strategies for Continuous School Improvement. This on site consultancy/training program will focus on the integration of data sources (achievement indicators, SQR results, self evaluation)

1. DEFINITIONS

'Consultant' means Cambridge Education (LLC) and its legal successors. 'Client' means the person, ~~Cambridge Education (LLC) and its legal successors.~~ *It is to be found in the Contract Agreement*

work already carried out is deferred to a later stage of the Project such element shall become

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Consultant and the Client shall keep confidential all information pertaining to the Services.

[REDACTED]

[REDACTED]

16. The Consultant shall arrange Professional Indemnity Insurance cover for the amount stated in Clause

[REDACTED]

[REDACTED]

17. The Consultant will use all reasonable endeavors to maintain Professional Indemnity Insurance

[REDACTED]

11. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the law of California as

12. ADDITIONAL CONSULTANCY