



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: July 19, 2012

Approved by: Daniel M. Sanchez, Manager II, Purchasing Services
Kimberly Teague, Contract Specialist
Patricia A. Hagemeyer, Chief Business Officer

Ethel Phillips, Fr. Keith B. Kenny, John Sloat, Mark Hopkins, Oak Ridge, and Susan B. Anthony elementary schools. "Raising a Reader" program provides preschool families with books each week to read. Supplemental support includes district and community resources for adult literacy and information on the importance of reading with children.

A13-00008
California Department
of Education

7/1/12 – 6/30/15: Award of Facilities Renovation Repair (FRR) funds. These funds provide assistance in efforts to maintain healthy, safe and accessible environments.

tools to imbed ATOD prevention into classroom lessons. The district will secure partners to assist implementing TUPE district-wide.

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ACCOUNTABILITY OFFICE

SA13-00034 K12 Virtual Schools, LLC	7/1/12 – 6/30/13: K12/Aventa online learning curriculum and enrolled user licenses for high school credit recovery courses at Success Academy, Sacramento Accelerated Academy and other high school sites. This program targets at-risk students seeking an alternative approach to high school graduation. For the 2012/13 school year, Success Academy will serve up to 60 students and have access to the middle school curriculum for instruction, intervention and enrichment. Sacramento Accelerated Academy will have 360 seats for high school students who are participating in credit recovery coursework while working towards graduation and/or transitioning themselves back into the comprehensive high schools.	\$381,485 Title I Funds
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American Legion and the 9/10 Academy will have 100 seats available to them to supplement and support the traditional classroom instruction and learning. Alternative and Continuing Education will serve a small population of students above the age of 18 while using the online curriculum; and 100 seats in the online curriculum will be exclusively dedicated towards Adult Education. The remainder of the seats will be divided up amongst the comprehensive and small high schools who will be able to access the curriculum to do lower level, on-site credit recovery and enrichment.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing students the opportunity to access a 21st Century education using on-line curriculum that is relevant, rigorous, and well-rounded.

SA13-00053 Riverside Publishing	7/1/12 – 9/30/13: License Agreement renewal for Data and Assessment Management System	
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charter schools electing these services at \$2.90 per student for the contract period.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by utilizing rigorous, holistic assessments to measure ongoing student progress.

HUMAN RESOURCES

CN120205 California Department of Education	7/1/12 – 6/30/14: Visiting Educator Agreement provides the services of William Ellerbee to the Special Services and Support Branch of the California Department of Education, in the capacity of Deputy Superintendent. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. <i>Year Nine (9) of initial two year agreement.</i>	\$413,642 Reimbursement Agreement
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Strategic Plan: Aligns with Pillar III, Organizational Transformation, by training and supporting a capable and diverse workforce.

CN120206 California Department of Education	7/1/12 – 6/30/14: Visiting Educator Agreement provides the services of Deborah Sigman to the Curriculum, Learning and Accountability Branch of the California Department of Education in the capacity of Deputy Superintendent. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. <i>Year Eight (8) of initial two year agreement.</i>	\$403,242 Reimbursement Agreement
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Strategic Plan: Aligns with Pillar III, Organizational Transformation, by training and supporting a capable and diverse workforce.

CN120216 California Department of Education	7/1/12 – 12/31/13: Visiting Educator Agreement provides the services of Mary Prather to the P-16 Policy and Information Branch of the California Department of Education in the capacity of Education Administrator. The employee will be responsible for providing assistance to the Deputy Superintendent to promote the vision, leadership, technical assistance and direction for the development and implementation of a statewide educational strategy for the California Department of Education. <i>Year Three (3) of initial two year agreement.</i>	\$237,119 Reimbursement Agreement
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Strategic Plan: Aligns with Pillar III, Organizational Transformation, by training and supporting a capable and diverse workforce.

INTEGRATED SUPPORT SERVICES

A13-00006 County of Sacramento, Department of Human Assistance	7/1/12 - 6/30/15: Agreement and Resolution No. 2711 naming authorized persons to negotiate and execute said Agreement. County of Sacramento will provide CalWORKS program at Healthy Start/Family Resource Centers located	\$0
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NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Seward L. Schreder Construction, Inc.	PC11-700-0004-00144, Portable Moves at Alice Birney K-8 Waldorf School and Hubert Bancroft Elementary School. DSA #02-112007 and #02-112008	June 1, 2012

SA13.00034



Herndon, VA 20171

Expiration Date 6/8/2012

US

Quote Number 00001631

Prepared By Andrew Ehrenfeld

Contact Name Brandon Yung

Phone (415) 939-2960

Phone (916) 433-2927

Email brandon.yung@aaa.com

This Online Educational Products and Services Order (this "Order"), dated as of June 6, 2012 (the "Order Effective Date"), is between
Cognia, 10115 Loma Linda Drive, Suite 5705, Irvine, California 92618 ("Cognia") and K12 Virtual Schools LLC ("K12")

RESERVED

6. Fees For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the

following Fees:

Aventa Enrolled User Pricing (Q4 Promo): (Includes Content and Hosting)

~~1/1/2024 5:04:00 PM 1/1/2024 11:58:11 AM~~ Each "Enrolled User License" allows a single

SA 13.00053

OPP-2079900

Standard Riverside Agreement

B. License Limitations. All rights not specifically granted to Sacramento City USD under this Agreement
are retained by Riverside and its licensors. The parties understand and agree that this License does not

Standard Agreement City USD shall not use Riverside Metadata services as

8. Riverside Technical and Customer Support and Training. Riverside shall provide initial on-site training to Sacramento City USD, as further described on Addendum 3, at the fees set forth on such Addendum 3. Riverside shall provide the customer support and services designated on Addendum 2, as further described on Addendum 3, to a limited number of members of Sacramento City USD specified by Sacramento City USD who have participated in Riverside's training session(s) provided hereunder. Riverside shall provide ..

Data Integration services to Sacramento City USD as further described on Addendum 3

Data Director permits authorized users to export Sacramento City USD data in particular formats as current

13, RIVERSIDE'S AFFILIATES AND LICENSORS) BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THIS AGREEMENT OR

~~1/ Choice of law: This Agreement, its interpretation, performance or any breach thereof, shall be~~

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CONFIDENTIAL



ADDENDUM 1

Sacramento City USD

ENROLLMENT ADDENDUM

Enrollment is based upon the most recent **state enrollment data**.

School	Grades	Enrollment

**ADDENDUM 2
FEE CALCULATION**

Product	Product Code	Quantity	Unit Price	Total Price	Billing Frequency
REPAIR FEE (50)	000000	11,040	\$0.00	\$100,000.70	Annually recurring fee

ADDENDUM 3

DATA AND ASSESSMENT SYSTEM – DATADIRECTOR

SYSTEM AND TECHNICAL SUPPORT AND SERVICES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE A

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ADDENDUM 4

Sacramento City USD

CONTACT INFORMATION

Fill in the names and contact information below so that the Riverside Client Services team can



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Elvise

AGREEMENT NUMBER
CN120205

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor will provide the services of William Ellerbee to the Student Support and Special Services Branch. This is an Interjurisdictional Exchange (IJE) Assignment (GC 19050.8) to provide professional assistance (SPB 427) to meet compelling management needs.

II. PROJECT MONITORS:

this project. Said monitor is not authorized by the state to make any commitments or

AGREEMENT MADE AND ENTERED July 1, 2012
BETWEEN THE STATE OF CALIFORNIA AND

the development and implementation of a statewide educational

miscellaneous other benefits. Vacation leave accruals should be taken within the

contract period to the extent possible.

The CDE will reimburse William Ellerbee directly for all travel expenses incurred

through the CDE's California Automated Travel Expense Reimbursement

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 this agreement.

Invoices shall include the Agreement Number and shall be submitted in arrears, not

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.

VI. VACATION ACCRUALS:

The vacation accrual component of the budget is payable at the end of each fiscal year only if accumulated vacation or leave exceeds usage. The contractor shall provide vacation accrual hours to the CDE Contract Monitor. CDE may require the Visiting Educator to take the accrued vacation to the extent possible.

Exhibit B

	Fiscal Year 2012 - 2013	Fiscal Year 2013 - 2014
Monthly Rate	\$13,122.92	\$13,122.92
Months	12	12

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 and request a claims decision. The project monitor shall issue a decision within 30

decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be

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 if the Contractor fails to

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.

Sigman

STD 213 (Rev 06/03)

AGREEMENT NUMBER
CN120206

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, 2012 through June 30, 2014

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

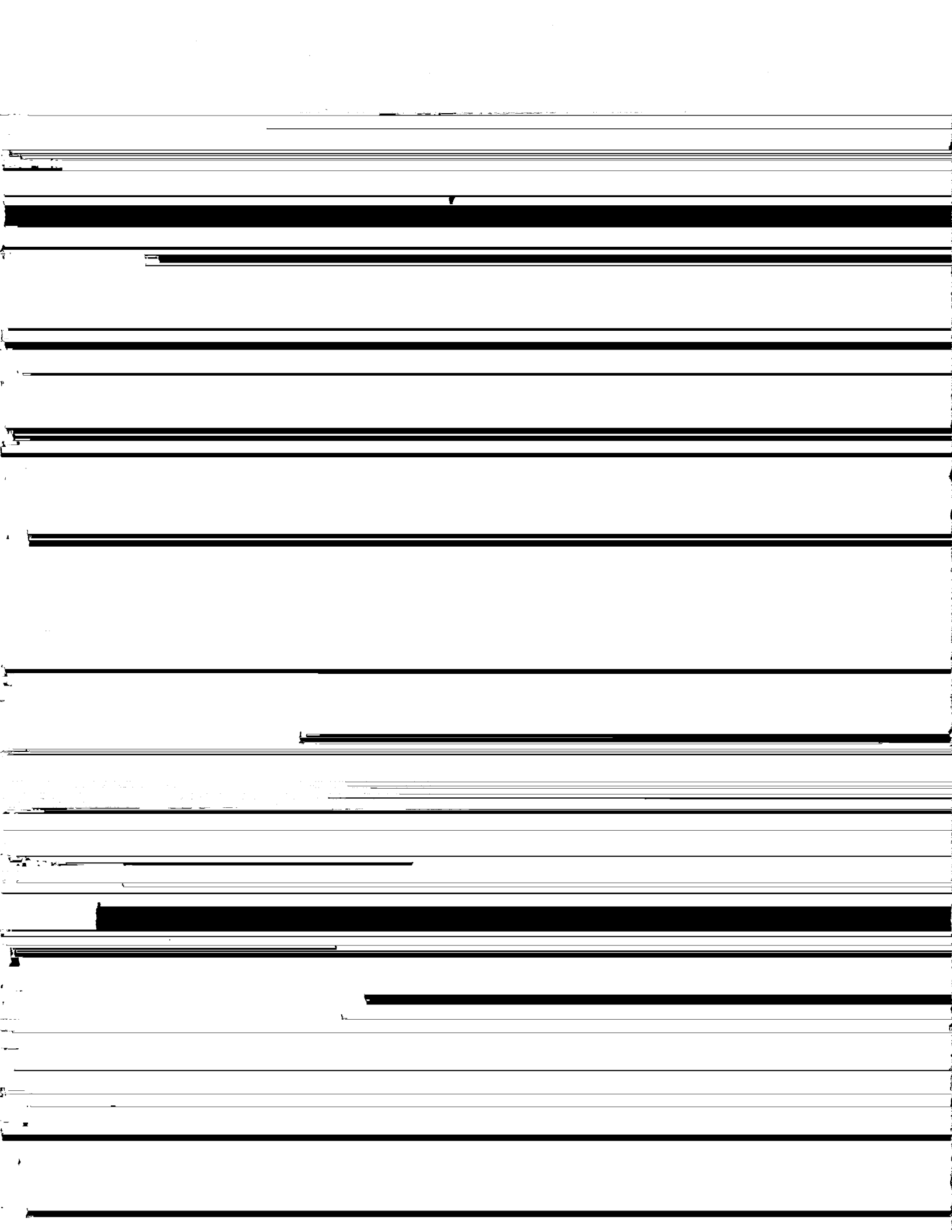
The contractor will provide the services of Deborah Sigman to the District, School and Innovation Branch. This is an Interjurisdictional Exchange (IJE) Assignment (GC 19050.8) to provide professional assistance (SPB Rule 427) to meet compelling management needs.

II. PROJECT MONITORS:

The CDE assigns **Richard Zeiger, 916-319-0794** as state project monitor to oversee

make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns **Kimberly Teague, 916-643-2464** as contractor project monitor



(4) Provide vision, leadership, technical assistance and direction for

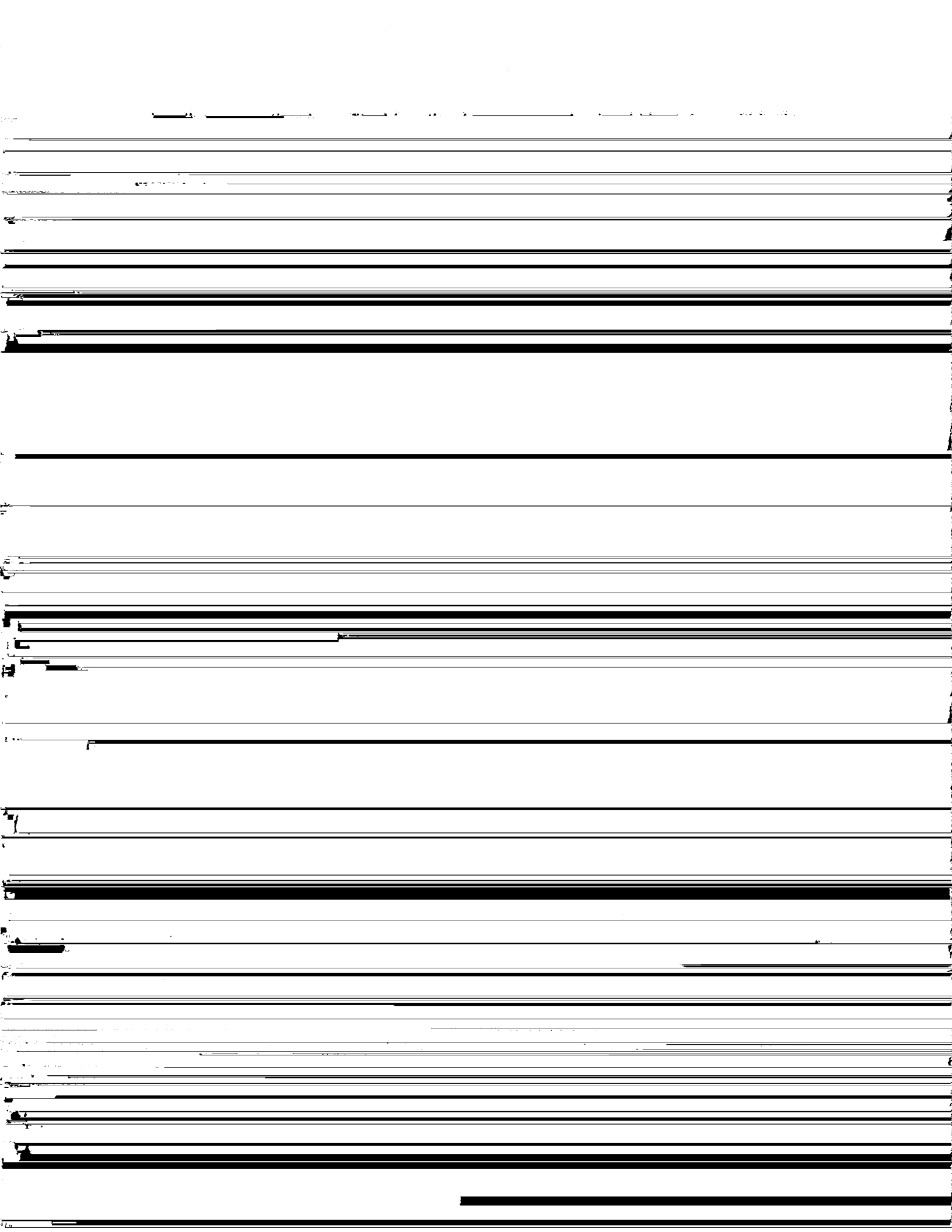


Exhibit B

Sacramento City Unified School District

Visiting Educator Deborah Sigman

Fiscal Year	Fiscal Year
2012 - 2013	2013 - 2014
Budget	Budget

Monthly Rate	\$44,050.25	\$44,050.25
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Months	12	12
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Total Salary	\$143,476.20	\$143,476.20
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Benefits:

PERS	11.417%	16,380.68	16,380.68
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Workers Compensation	1.88%	2,697.35	2,697.35
Medicare	1.45%	2,080.40	2,080.40

Social Security	9.30%	9,995.50	9,995.50
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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

EXHIBIT D

SPECIAL TERMS & CONDITIONS

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 and request a claims decision. The project monitor shall issue a decision within 30

days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any 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

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

Prater

AGREEMENT NUMBER
CN120316

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

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

Liaison Office. This is an Interjurisdictional Exchange (IJE) Assignment (GC 19050.8) to provide professional assistance (SPB 427) to meet compelling management needs.

II. PROJECT MONITORS:

The CDE assigns Mitchell Zorn, 916-933-6000 as state project monitor to oversee

MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED JULY 1, 2012

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Under the provisions of Government Code Section 19050.8 and State Personnel Board

II. POSITION DATA AND SUPERVISION

The employee will be assigned to the position of Education Administrator for the State Board of Education Liaison Office located at 1430 N Street, Suite 5602, Sacramento, California. The employee will receive direct supervision from the Chief Deputy Secretary of Public Education.

Generally, the employee will be responsible for:

IV. RIGHTS AND BENEFITS

The assignment of Mary Prather to the CDE during this contract period shall not affect her status and rights as an employee of the Sacramento City Unified School District, and she will be entitled to all current and future benefits, salary and allowances for sick leave, vacation, retirement, workers' compensation, and

other benefits offered to employees of the Sacramento City Unified School

District. Mary Prather shall be treated as an employee of the Sacramento City Unified

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT.

For services satisfactorily rendered, and upon receipt and approval of the invoice, 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

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.

VI. **VACATION ACCRUALS:**

The vacation accrual component of the budget is payable at the end of each fiscal year only if accumulated vacation or leave exceeds usage. The contractor shall provide vacation accrual hours to the CDE Contract Monitor. CDE may require the Visiting Educator to take the accrued vacation to the extent possible.

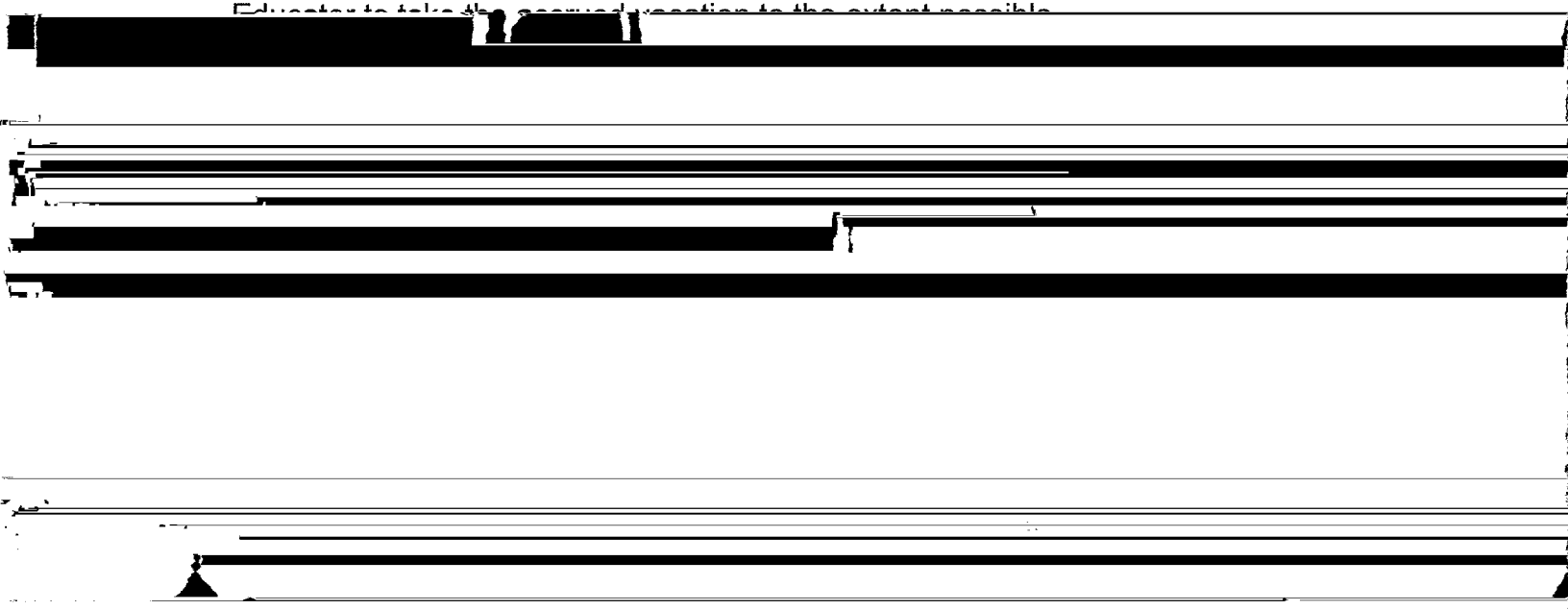


Exhibit B
Sacramento City Unified School District
Visiting Educator Mary Prather

	Fiscal Year 2012 - 2013 Budget	Fiscal Year 2013 - 2014 Budget
Monthly Rate	\$10,209.84	\$10,209.84
Months	12	6
Mileage Allowance	\$122,518.08	61,259.04
Total Salary	\$122,518.08	\$61,259.04
Benefits:		
STRS	8.25% 10,107.75	5,053.87
Unemployment	1.61% 1,972.55	986.27
Workers Compensation	1.88% 2,303.34	1,151.67
Medicare	1.45% 1,776.52	888.26
Health & Welfare Annual	309.00	155.00
Retiree Surcharge	5,496.00	3,023.00
Total Benefits	\$21,965.16	\$11,258.07
Salary and Benefits	\$144,483.24	\$72,517.11
5 Furlough Days	-4,179.24	0.00
22 Days Unpaid Accrued Vacation	12,087.00	6,044.00
Subtotal	\$152,391.00	\$78,561.11
Indirect Costs	2.67% 4,068.84	2,007.50
Total by Fiscal Year	\$156,459.84	\$80,658.70
Grand Total		\$237,118.54

CDE Agreement No. CN120216

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project manager arising under or out of the

District
CDE Agreement No. CN120216

EXHIBIT E

ADDITIONAL PROVISIONS

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

However, the agreement can be immediately terminated for cause. The term "for cause"

A13 - 004

AGREEMENT NO. DHA-CW-211-13

AGREEMENT

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Hiram Johnson High School
6879 14th Street
Sacramento, CA 95820

John Bidwell Elementary School
1730 65th Avenue
Sacramento, CA 95822

Rosa Parks Middle School

C K McClatchy High School

2250 68th Avenue
Sacramento, CA 95822

3066 Freeport Blvd.
Sacramento, CA 95818

Bret Harte Elementary School

Oak Ridge Elementary School

Serna Administrative Center
The Connect Center
5735 47th Avenue
Sacramento, CA 95824

III.

PROGRAM DESCRIPTION

This Agreement establishes the terms and conditions governing placement of Department of Human

5. Screen families to determine potential eligibility for any of the public assistance programs

administered by the COUNTY and manage continuing caseload for these programs

6. Assess applicants and recipients to the extent determined by COUNTY to help them realize personal independence, self-care and self-maintenance within their capabilities. Such assessments may include, but is not limited to, the need for home visits, emergency housing, school attendance and truancy related issues, job training.

B. CONTRACTOR shall provide:

1. Adequate, dedicated office space at Healthy Start/Family Resource Center for the Human Services Specialist(s) that is available and accessible throughout the calendar year.
2. General office space for public access to Human Service Specialist(s).
3. General office equipment (e.g., fax and duplicating machines) for Human Service Specialist(s) use.
4. A dedicated electrical outlet, including monthly charges.
5. A dedicated data line, including monthly charges.
6. A telephone and telephone line, including monthly charges.
7. General office furniture to include a desk, case shelving, form storage, side chair and

Either party may change the address to which subsequent notice and/or other communications can be sent by giving prior written notice designating a change of address to the other party, which shall be effective upon receipt.

All administrative and program site address changes must be reported in writing to the Contracts Unit Manager at 2433 Marconi Avenue, Sacramento, CA 95821 at least 90 days prior to the change.

VI. COMPLIANCE WITH LAWS

[REDACTED]

A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or in the operation of its program, allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement because of

self-insurance, for general liability, workers compensation and business automobile liability adequate

advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

XV. EQUIPMENT OWNERSHIP

All equipment purchased by COUNTY or CONTRACTOR shall remain the property of the purchasing party.

XXIV. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Human Assistance or his/her designee.

XXV. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt in

good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either

Should any findings be noted in the audit report, CONTRACTOR must submit an action plan with the audit report detailing how the finding will be addressed. Federal regulations require all findings to be corrected within six months after receipt of the audit report.

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior Agreements, whether oral or written, between COUNTY

and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXX. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application: to this end the terms and conditions of this Agreement are declared severable.

XXXI. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and

[REDACTED]

[REDACTED]

[REDACTED]

year first written above.