SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

9.1a

Ratification of Other Agreements
Approval of Bid Awards

Information Item Only
☒ Approval on Consent Agenda
☐ Conference (for discussion only)
☐ Conference/First Reading (Action Anticipated: _____)

Recommendation: Recommend approval of items submitted.

Background /Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements

SA12-00121 Wireless Generation	8/1/11 ±6/30/12: This technology-based assessment and intervention program addresses all five essential elements (phonological awareness, phonics, fluency, vocabulary, and comprehension) of reading. The program is designed to identify, target, and address V W X G H Q W V ¶ U H D G L Q J G H I L F L H Q F L Grades K-6. The elementary schools will administer the DIBELS and Reading-3D benchmark and progress

RECOMMENDED BID AWARDS ±FACILITIES PROJECTS

Bid No. PC12 -800-0822: Energy Management & Control System Expansion

Bids received: July 28, 2011
Recommendation: Award to Johnson Controls
Amount: $2,525,210
Funding Source: Bond Funds / Sacramento Municipal Utility Districts American Recovery & Reinvestment Act (ARRA) Funds

BIDDER	BIDDER LOCATION	AMOUNT
Johnson Controls Lic. #22445	Folsom, CA	$2,525,210
Direct Digital Controls Lic. #702144	Rancho Cordova, CA	$2,770,000

CHANGE NOTICES ±FACILITIES PROJECTS

The following change notice(s) are submitted for approval.

CONTRACTOR PROJECT and DESCRIPTION OF CHANGE

David Engineering Leonardo da Vinci Parking Lot Repair

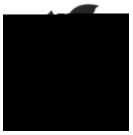
Change Order No.1 Unforeseen Change Order. Unknown conditions materially differ from contract documents. $45,962 25.2%

.

Initiated by: District and Engineer

Description: Due to unsuitable materials in the subgrade, dig out and removal of said materials was required and recommended by testing agency, Wallace-Kuhl & Associates.

Change Order Subtotal:	$45,962	25.2%
Original Contract:	$182,400	
Previously Authorized Change Orders:	$-0-	
New Contract Amount / Total Change Order %:	$228,362	25.2%
Contract Time will be extended by:	-0- days	

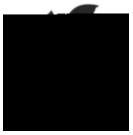


ARTICLE 3. PAYMENT.

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

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be One Hundred Sixty Five Thousand, Four Hundred Twenty Five Dollars ($165,425).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Olivine Roberts, Chief Academic Officer, Sacramento City Unified School



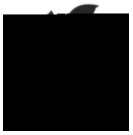


EXHIBIT A

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 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 may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

_____ _____

Authorized Signature of Contractor Date

_____

Printed Name/Title

TI MathForward™

Terms and Conditions of Service

Agreement # 08052011SCUSD

This Service Agreement ("Agreement"), the provisions of which shall be effective as of August 18, 2011 (the "Effective Date"), is made and entered into by and between TEXAS INSTRUMENTS INCORPORATED, a Delaware corporation

2. Services to Be Performed by TI.

2.1 Training Services. TI will provide to the District certain services ("Services") as set forth in each SOW attached hereto, in accordance with the schedule set forth therein or as otherwise agreed upon by the parties. The training will be conducted by educational professionals selected by TI, with whom TI has contracted to perform the Services.

2.2 Training and Curriculum Materials. As part of the Program, and subject to the terms and conditions of the license granted herein in Section 8, TI will provide the materials listed in the SOWs (the "Training Materials"). These are the only materials that TI will provide to the District, Campuses and Participating Teachers as part of the Program.

2.3 Meetings. TI will, upon request from the District, meet with District personnel to discuss any issues which

[redacted]

2.4. Contact Person. TI designates the following person as TI's contact person in connection with the Program or this Agreement:

[redacted]

3.4 Contact Person. The District designates the following persons to act as the District's contact for the

Program and this Agreement:

PRIMARY CONTACT

Name: Lucy Gutierrez

Title: Academic Office

Address: 5735 47th Avenue - Box 721

Sacramento, CA 95824

Telephone: 916-643-9086

Fax: 916-643-9488

Email: lucyg1@sac-city.k12.ca.us

SECONDARY CONTACT

Name: Matt Perry

Title: Director HS Reform Initiatives

Address: 5735 47th Avenue

Sacramento, CA 95824

Telephone: 916-643-7400

Fax: 916-643-9210

5. Termination

5.1. Termination for Convenience. TI or the District may terminate this Agreement and any SOW hereunder for

[redacted]

(30) days prior written notice.

5.2 Termination for Breach. In the event of a material breach of this Agreement by either party, the non-breaching party may notify the party in breach of such breach in writing and, if said breach is not cured within

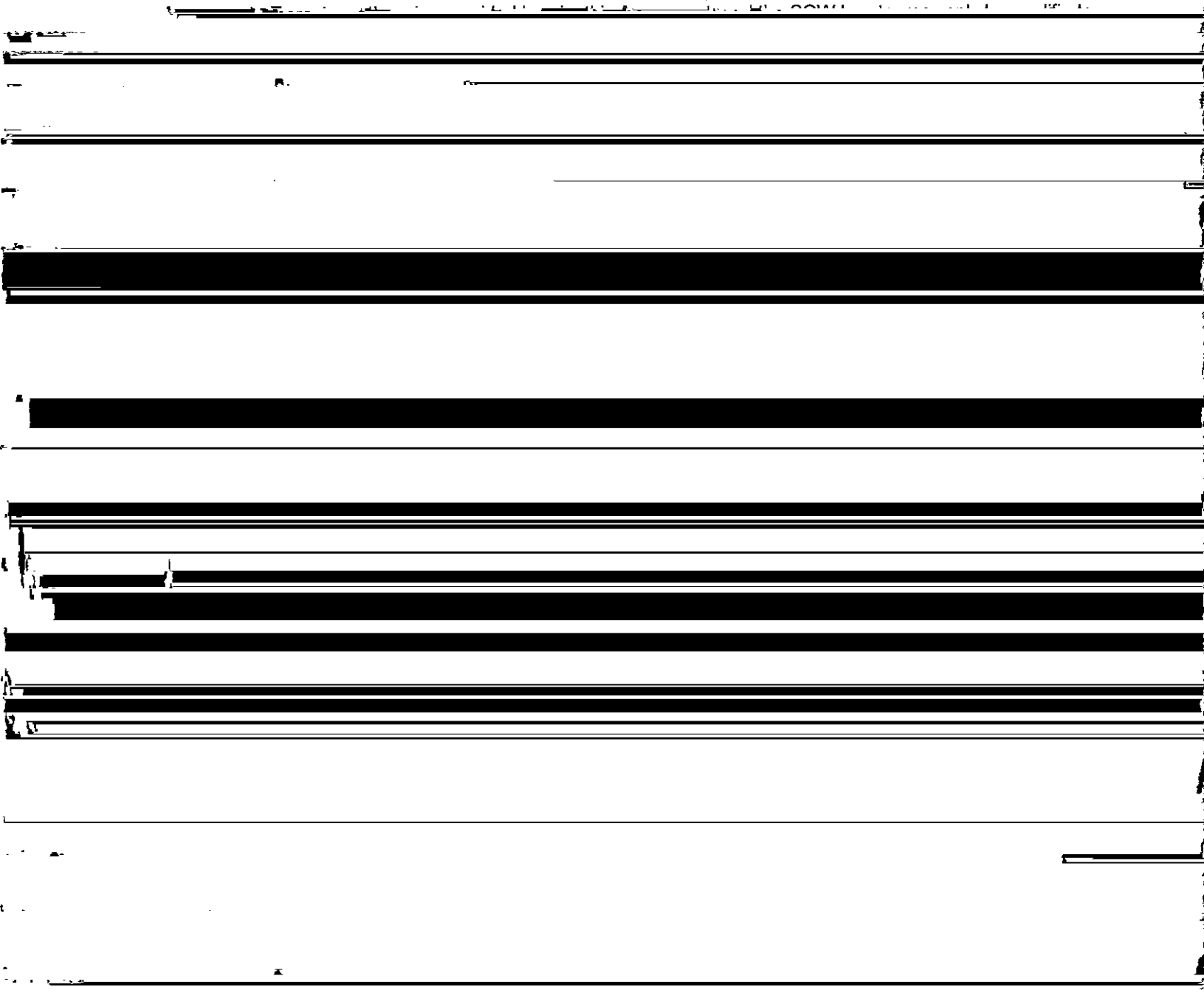
GUARANTIES OR WARRANTIES OF ANY KIND AS TO THE EFFECTIVENESS OF THE PROGRAM IN ACHIEVING ANY PARTICULAR LEVEL OR DEGREE OF RESULTS, OR ANY GOALS OR STANDARDS SET OR ADOPTED BY THE DISTRICT. TI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR

[redacted]

7. Notice. Unless otherwise specified herein, any notice to either party by the other party shall be deemed to have been properly given if mailed to said party by certified mail, return receipt requested or if sent by facsimile or by

[redacted]

agreement between the parties as to the subject matter hereof, and supersedes any and all prior commitments, understandings, agreements and the like between the parties concerning the subject matter of this Agreement. To the extent of any conflict, the terms of each SOW shall supersede the terms of this



by a writing signed by an authorized representative of each of the parties. A faxed or emailed signature shall have the same legally binding effect as an original signature. In the event that any provision of this Agreement conflicts with the laws under which this Agreement is to be construed or if any such provision is held invalid by a Court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

9.3 Applicable Law. The parties agree that the transactions that are the subject matter of this Agreement bear a reasonable relationship to, and this Agreement shall be deemed to be a contract made in, the State of

affected by the Force Majeure.

9.8 Survival. Notwithstanding any provision in this Agreement to the contrary, any terms or provisions of this Agreement which are performable after termination or expiration of this Agreement, or which may be performed after termination or expiration of this Agreement, will survive the expiration or termination of this Agreement.

9.9 Confidentiality. The parties acknowledge that the District is subject to Chapter 552 of the Texas Government Code regarding the disclosure of information to the public (the "Public Information Act"). The

[redacted]

- Exhibit D: MathForward Payment Options
- Exhibit E: Campuses and Contact Information

This Agreement is executed by the parties on the dates set forth below, to be effective as of the Effective Date.

[redacted]

EXHIBIT D

MATHFORWARD PAYMENT OPTIONS

OPTION A: One Year Program

Pay all year one cost upon execution of initial professional development

OPTION B: One Year Program

Pay two equal payments.

[redacted]

on-going coaching and curriculum alignment is in-progress

Payment #2 (~mid March) – Advanced technical training, co-teaching / modeling, and assessment is in

OPTION G: Two year program

Pay based on program deliverables – Total cost of two-year program is equally divided among four payments each year

- Payment schedule for year one:
  - **Payment #1** (~ end of September) following completion of 25% professional development and coaching sessions
  - **Payment #2** (~ mid December) following completion of 50% professional development and coaching sessions
  - **Payment #3** (~ mid February) following completion of 75% professional development and coaching sessions
  - **Payment #4** (~ mid May) following completion of 100% professional development and coaching sessions
- Payment schedule for year two:
  - **Payment #1** (~ end of September) following completion of 25% professional development and coaching sessions
  - **Payment #2** (~ mid December) following completion of 50% professional development and coaching sessions
  - **Payment #3** (~ mid February) following completion of 75% professional development and coaching sessions
  - **Payment #4** (~ mid May) following completion of 100% professional development and coaching sessions

PAYMENT OPTION SELECTED: B

DISTRICT

Billing/Invoicing Contact:
Attn. Tanya McMahon, MS 3920

Attn. Lucy Gutierrez
5735 47th Avenue, Box 721

EXHIBIT E

CAMPUSES AND CONTACT INFORMATION

(1) Campus Name: American Legion High School

[redacted]

Principal:Stan Echols

Phone:(916) 277-6600

Email:Stan-Echols@sac-city.k12.ca.us

(8) Campus Name:Sam Brannan Middle School

[redacted]

Principal: Kamaljit Pannu

Phone: (916) 264-4350

Email: Kamaljit-Pannu@sac-city.k12.ca.us

(9) Campus Name:Will C. Wood Middle School

[redacted]

SERVICES AGREEMENT

Date: August 19, 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 Wireless Generation, (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, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a lim an

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

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

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

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 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 may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Sacramento City Unified School District

[redacted]

Date: August 19, 2011 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State [redacted]

by Design, (hereinafter referred to as "Contractor").

Recitals:

[redacted]

Payment shall be made within 30 days upon submission of periodic invoice(s) to the

[redacted]

District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during

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. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these

provides the certification of fingerprinting clearance by the DOJ for employees providing

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

employee of the United States government to perform any service covered by this Agreement.

SACRAMENTO CITY

ROCHELLE HERRING PENISTON
DBA TRANSFORMATION BY DESIGN

[redacted]

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

Sacramento Common Planning Time Initiative
Phase 2 Proposal

The focus of this initiative is to provide services to school and central office staff that will

enable a successful three-year phase of common planning time. By definition common planning time is a collaborative structure. In order for collaborative planning time to yield results for students, protocols, content and goals must be embedded in an inquiry

7. Phase 3- The focus on year two (2011-2012) is to expand common planning time to include networks across schools. Within the school, common planning time

[redacted]

analyzing student work. Networks of schools encountering common learner centered problems and problems of practice will participate in Instructional Rounds. ***The support services described in this proposal are in support of this phase.***

8. Phase 4- The focus of summer (2012) is to work intensively with Networks of

[redacted]

SERVICES AGREEMENT

Parties: Sacramento City Unified School District, a political subdivision of the State

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.

[redacted]

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. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance

[redacted]

District has determined that services performed under this Agreement will result in limited

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

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. 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.

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 UNIFIED SCHOOL DISTRICT

By: _____
Patricia A. Hagemeyer
Chief Business Officer

_____
Date

ROCHELLE HERRING PENISTON DBA TRANSFORMATION BY DESIGN

By: _____
Signature

_____
Print Name/Title

_____
Date

Sacramento City Unified School District

EXHIBIT A

[redacted]

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[redacted]

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 may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

SA12-00090

TRANSFORMATION BY DESIGN
Priority Schools Proposal 2011-2012

Who We Are
Transformation By Design is a partner organization committed to empowering educational organizations to design their own solutions. Through the process of designing their own solutions, organizations will build their capacity to learn and develop an organizational response to persistent problems. In essence, we are committed to building learning organizations capable of having a positive impact on student achievement.

What We Do
We help schools, school systems and other educational organizations transform into learning organizations by:

[redacted]

- Three Leadership Teams work sessions in October, January and March. The

Day 1- The New Syllabus: Secondary schools will explore how to use student work as the basis for syllabus revision and portfolio development.
Day 2- Year Two of Data Inquiry: The teams will learn how to conduct participatory action research and looking at student work protocols as a way to go deeper with their inquiry practice.
Day 3- Content Area Literacy Strategies and a Classroom to Routine to Address Learner Centered Problems: The teams will learn three content area literacy that can be used school wide as well as identify the classroom routines they aspire to have in place by the end of the year.
Teachers
Day 4 and 5- Using the Data Inquiry Process to Impact Student Work: Schools will

[redacted]

the student work to meet the standard.
Fee: **Cost: $30,000.00**