



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

**Meeting Date:** January 17, 2013

**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

**Division:** Administrative Services

**Recommendation:** Recommend approval of items submitted.

**Background/Rationale:**

**Financial Considerations:** See attached.

**Documents Attached:**

1. Other Agreements

<b>Estimated Time:</b>	N/A
<b>Submitted by:</b>	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
<b>Approved by:</b>	Richard E. Odegaard, Interim Chief Business Officer





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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

SERVICES AGREEMENT  
Amendment No. 2

Date: January 17, 2013

Agreement between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District" and The Regents of the University of California, Davis, hereinafter referred to as "Contractor", dated November 5, 2009 is amended as follows:

**ARTICLE 1. SERVICES.**

The Contractor hereby agrees to provide to the District the services as described below and outlined in Exhibit A:

**Overarching Goals**

- Shore up the learning acquired in the first three years of the grant;
- Build sustainable leadership for Sacramento City Unified School District and the broader community of history educators in the Sacramento area;
- Refine and disseminate the high quality lesson plans the grant has produced; and
- Leave a permanent resource that speaks to the grant's legacy.

**Services**

In order to meet the goals above, The History Project will provide:

1. Support for Teacher Action Research: The Project will plan and facilitate two workdays on the UC Davis campus as described in the request for the 4<sup>th</sup>-year no cost extension.
2. Best of TAH Showcase: The Project will coordinate a county-wide showcase featuring Sacramento City Unified teachers.
3. Open Workshop Series: The Project will offer a series of four evening workshops.
4. Disseminate Grant Resources: The Project will revise the best of the lessons produced by the grant to highlight how they support skills outlined in the Common Core State Standards and package them into an easily distributable format (binder, CD, etc.)

**ARTICLE 2. TERM.**

This Agreement shall commence on July 1, 2012 and continue through June 30, 2014 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

**ARTICLE 3. PAYMENT.**

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

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**Fee Rate:** Total fee shall not exceed One Hundred Nine Thousand, Four Hundred Fifty Seven Dollars (\$109,457).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Rebecka Hagerty, Research Specialist, Assessment, Research and Evaluation Services, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824.

#### **ARTICLE 4. EQUIPMENT AND FACILITIES.**

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

#### **ARTICLE 5. COPYRIGHT/TRADEMARK/PATENT**

**COPYRIGHT:** Title to and the right to determine the disposition of any copyrights or copyrightable materials first produced or composed by Contractor personnel in accordance with this Agreement shall remain with the Contractor, provided however that Contract shall grant to District a non-exclusive, royalty-free perpetual license, not including the right to sublicense to third parties, for the life of any copyright issued. In the event that copyrightable material is computer software, Contract shall give District, upon request, a non-exclusive, royalty-free license for the use thereof; however, Contract will only support one site within the District.

**USE OF NAME:** District agrees not to use the name of the University of California, Davis, or of The Regents of the University of California, or identifying characteristics for advertising, sales, promotion, or other publicity purposes, or any purpose in any medium.

#### **ARTICLE 6. INDEPENDENT CONTRACTOR.**

The relationship between the parties under this Agreement shall be one of independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

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

#### **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

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Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor's employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

The Parties agree to defend, indemnify and hold one another, their officers, agents and employees from any and against any and all liability, loss, attorney fee expenses, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to ant to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 10. TERMINATION.**

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

#### **ARTICLE 11. ASSIGNMENT.**

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

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### **ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:  
Sacramento City Unified School District  
PO Box 246870  
Sacramento CA 95824-6870  
Attn: Rebecka Hagerty, Assessment, Research  
& Evaluation Services

Contractor:  
University of California, Davis  
Office of Research, Sponsored Programs  
1850 Research Park Dr, Suite 300  
Davis, CA 95618  
Attn: Contracts & Grants Analyst

### **ARTICLE 13. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

### **ARTICLE 14. CONFLICT OF INTEREST.**

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

Consultant 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.

### **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 reasonable.



**ARTICLE 17. SEVERABILITY.**

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

**ARTICLE 18. RULES AND REGULATIONS.**

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

**ARTICLE 19. CALIFORNIA LAW.**

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

**ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.**

Pursuant to the provisions of Education Code section 39656, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2590, this Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Amendment No. 1 extended the original agreement by one year, to June 30, 2013.

Amendment No. 2 extends the current agreement by one final year, to June 30, 2014, revises the scope of work, and increases amount of agreement by \$109,457, with all terms and conditions as previously amended. All other terms of the original agreement entered into on November 5, 2009, shall remain in full force and effect.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA, DAVIS**

By: \_\_\_\_\_  
Richard E. Odegaard  
Interim Chief Business Officer

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

**EXHIBIT A**

(See Attached)



<b>Budget for UC Davis, Year 4-5 Extension Activities for Teaching American History Grant</b> <b>LEA: Sacramento City Unified School District</b>						
<b>SUBCONTRACTUAL COSTS - UC REGENTS (THE HISTORY PROJECT AT UC DAVIS)</b>						
Salary & Benefits		Y4	Y5	Total		Total
<b>Project Coordinator Pam Tindall:</b> Establishes subcontracts with for academic talks, graduate student assistance, and teacher leaders; monitors all IHE's contributions to Sac City TAH program; .10 FTE, ACII, step 10: \$91,200 (Y4), .05 FTE, step 11: \$96,228 (Y5)		9,120	4,811	13,931		
<b>Benefits</b>	33.9%	3,092	1,737	4,829	36.1%	
<b>Project Coordinator Letty Kraus:</b> Y4: Coordinates inquiry projects, release days, workshop series, and showcase; .35 FTE, step 7: \$79,176. Y5: Fosters teacher leadership and polishes legacy lessons, adding Common Core; disseminates. .20 FTE, ACII, step 9: \$87,060.		27,712	17,412	45,124		
<b>Benefits</b>	33.9%	9,394	6,286	15,680	36.1%	
<b>Administrative Assistant:</b> Provides clerical and accounting support for all TAH activities. .05 FTE @ AAII, Step 6: \$43,356 with 3% increase for Y5.		2,168	2,233	4,401		
<b>Benefits</b>	48.8%	1,058	1,159	2,217	51.9%	
<b>TOTAL Salary &amp; Benefits</b>		<b>52,543</b>	<b>33,638</b>	<b>86,181</b>		
<b>Supplies and Expenses</b>		<b>Y4</b>	<b>Y5</b>	<b>Total</b>		
<b>Non-UCD Faculty Honoraria: 2 @ \$450</b>		900		900		
<b>Refreshments</b> for 2 supper seminars; 25 @\$10.00 X 4 and 2 release days; 12@10 X 2		1,000				
<b>Copy Costs</b> for lesson materials estimated at 120 pages at \$.09/copy X 25 participants		259		259		
<b>Dissemination Materials:</b> Binders, dividers, copies (some color), etc			289			
<b>TOTAL Supplies and Expenses</b>		<b>2,159</b>	<b>289</b>	<b>2,448</b>		
<b>TOTAL Direct Charges for UCD</b>		<b>54,702</b>	<b>33,927</b>	<b>88,629</b>		
<b>UCD Indirect Rates</b> as negotiated with the federal government	23.5%	<b>12,855</b>	<b>7,973</b>	<b>20,828</b>	24.0%	
<b>TOTAL for UCD Subcontract</b>		<b>67,557</b>	<b>41,900</b>	<b>109,457</b>		