



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: January 22, 2015

Subject: **Approval of 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: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Recommended Bid Awards – Supplies/Equipment
4. Recommended Bid Awards – Facilities Projects

Estimated Time of Presentation:	N/A
Submitted by:	Gerardo Castillo, CPA, Interim Chief Business Officer Kimberly Teague, Contract Specialist
Approved by:	José L. Banda, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>SPECIAL EDUCATION</u>		
A15-00059 California Department of Education	7/1/14 – 9/30/16: Local Assistance Entitlements Grant per the Individuals with Disabilities Education Act (IDEA). This is a federal entitlement grant that is distributed to our SELPA (Special Education Local Plan Areas) in order to provide a full continuum of services for our students with special needs. Funds are used to support the sites with special education services in terms of allocations to fund certificated and classified positions that support the district's special education programs.	\$8,437,152 No Match
A15-00060 California Department of Education	7/1/14 – 9/30/16: Preschool Local Entitlement Grant funded through the Individuals with Disabilities Education Act, Part B. This annual entitlement supports preschool age children with severe disabilities.	\$396,246 No Match
A15-00061 California Department of Education	7/1/14 – 9/30/16: Federal Preschool Grant per the Individuals with Disabilities Education Act (IDEA). Funding supports certificated and classified staff who assess, evaluate, and provide instruction to preschool age children. Children are referred for evaluation by preschool staff. This grant also supports multi-cultural intervention at the preschool level.	\$253,641 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>HUMAN RESOURCES</u>		
14STC0052 California Commission on Teacher Credentialing	2/1/15 – 1/31/17: Visiting Educator Agreement provides the services of Charles Watters (current Principal of Kit Carson Middle School) to the California Commission on Teacher Credentialing in the capacity of Division Director in the Certification Division. The employee will be responsible for directing the statewide teacher credentialing operations, as well as the development and implementation of programs and policies relating to the Commission's mission of safeguarding excellence in education by ensuring all educators meet the Commission's high standards of quality.	\$286,426 Reimbursement Agreement

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 141204 Nutrition Services Kitchen Equipment

Bids received: January 8, 2015
Recommendation: Award to Trimark ERF
Amount: \$290,372
Funding Source: Nutrition Services

<u>BIDDER</u>	<u>BIDDER LOCATION</u>	<u>AMOUNT</u>
TriMark ERF	Sacramento, CA	\$290,372.06
Boelter Contract & Design	Sacramento, CA	\$291,703.34
Kamran and Co.	Santa Barbara, CA	\$305,109.74
Douglas Equipment	Bluefield, WV	\$341,902.62
Great Lakes Hotel Supply	Southfield, MI	\$355,915.08

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No. 703-0510-2 Auxiliary Gymnasium Floor Replacement at C.K. McClatchy High School

Bids received: January 9, 2015
Recommendation: Award to Boberg Hardwood Floors
Amount: \$89,870
Funding Source: Measure R Funds

<u>BIDDER</u>	<u>BIDDER LOCATION</u>	<u>AMOUNT</u>
Boberg Hardwood Floors License #602002	Loomis, CA	\$89,870
Club Resource Group License #771242	Tracy, CA	\$92,072

**Bid No. 0269-404 Lease-Leaseback Agreement for Fire Alarm Upgrade
at Pacific Elementary School**

Recommendation: Award to Studebaker Brown Electric, Inc.
Amount: \$489,335
Funding Source: Measure Q Funds

The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

14STC0052

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Commission on Teacher Credentialing

CONTRACTOR'S NAME

Sacramento City Unified School District

2. The term of this Agreement is: February 1, 2015 through January 31, 2017

3. The maximum amount of this Agreement is: \$286,426.00
(Two hundred and eighty-six thousand, four hundred and twenty-six dollars and no cents.)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions (GTC 610) GTC 610

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 page(s)



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Sacramento City Unified School District

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Gerardo Castillo, Interim Chief Business Officer

ADDRESS

5735 47th Avenue, Sacramento, CA 95824

STATE OF CALIFORNIA

AGENCY NAME

Commission on Teacher Credentialing

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Vixie Sandy, Executive Director

ADDRESS

1900 Capitol Avenue, Sacramento, CA 95811-4213

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. The contractor, Sacramento City Unified School District (Contractor) will provide the services of an employee, Mr. Charles Watters, to work as Director, Certification Division, at the Commission on Teacher Credentialing (Commission). This is an Inter-jurisdictional Exchange (IJE) pursuant to Government Code 19050.8 and State Personnel Board (SPB) Rule 427, to meet compelling management needs.
2. The services shall be performed at 1900 Capitol Avenue, Sacramento, California, 95811-4213.
3. The Project Monitors during the term of this agreement will be:

State Agency:	Commission	Contractor:	Sacramento City Unified School District
Section/Unit:	Executive Division	Title:	Interim Chief Business Officer
Name:	Mary V. Sandy, Executive Director	Name:	Gerardo Castillo
Address:	1900 Capitol Avenue Sacramento, CA 95811-4213	Address:	5735 47th Avenue Sacramento, CA 95824
Phone:	(916) 322-6253	Phone:	(916) 643-9405
Fax:	(916) 445-0800	Fax:	
Email:	msandy@ctc.ca.gov	Email:	Gerardo-Castillo@scusd.edu

The Project Representatives assigned to this agreement will be:

State Agency:	Commission	Contractor:	Sacramento City Unified School District
Section/Unit:	Professional Services Division	Title:	Director, Certification Division
Name:	Beth Graybill, Chief Deputy Director	Name:	Charles Watters
Address:	1900 Capitol Avenue Sacramento, CA 95811-4213	Address:	5735 47th Avenue Sacramento, CA 95824
Phone:	(916) 322-0737	Phone:	TBD
Fax:	(916) 445-0800	Fax:	TBD
Email:	bgraybill@ctc.ca.gov	Email:	TBD

Direct final accounting invoice inquiries to:

State Agency:	Commission	Contractor:	Sacramento City Unified School District
Section/Unit:	Fiscal and Business Services Section	Title:	Director of Accounting Services
Attention:	Accounting Liaison	Name:	Amari Watkins
Address:	1900 Capitol Avenue Sacramento, CA 95811-4213	Address:	5735 47 th Avenue Sacramento, CA 95824
Phone:	(916) 327-0783	Phone:	(916) 643-7837
Fax:	(916) 323-5095	Fax:	
Email:	Contracts@ctc.ca.gov	Email:	Amari-watkins@scusd.edu

4. A detailed description of the work to be performed and the duties to be performed by all parties is included as part of Exhibit A (Pages 3-4).

**MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED ON JANUARY 12, 2015
BETWEEN THE STATE OF CALIFORNIA AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Under the provision 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 Mr. Charles Watters, to the California Commission on Teacher Credentialing (Commission), Certification Division, at 1900 Capitol Avenue Sacramento, California 95811, under the following terms, conditions, and policies:

Justification for Assignment

The employee will be assigned to the position of Division Director (Career Executive Assignment (CEA) Level A) in the Certification Division. The issuance of credentials is a primary function of the agency. The Commission is required by Education Code Section 44330 to issue credentials within fifty (50) business days. The previous division Director vacated the position in September 2014 and while the Commission has worked diligently to fill the position, it is currently unable to successfully recruit a suitable candidate through the regular recruitment process.

Meanwhile the division continues to operate without a division director. Priorities such as putting procedures into place to reduce the credential processing time, and other high-priority tasks remain undone, putting the Commission at risk of non-compliance with statutory requirements. The position is necessary to maintain a high level of productivity in the division, to ensure that the statutory timeline for issuing credentials is met, and to ensure that staff is responsive to the public by answering phones and responding to email in a timely manner. Given the importance of this position to the Commission, and the availability of an Inter-jurisdictional Exchange (IJE) to satisfy the position requirements, the Commission believes the IJE a justifiable method.

Position Data and Supervision

The employee will be assigned to the position of Division Director (CEA Level A) in the Certification Division and will be responsible for directing the statewide teacher credentialing operations. This assignment is responsible for the development and implementation of programs and policies relating to the Commission's mission of safeguarding excellence in education by ensuring all educators meet the Commission's high standards of quality. The employee will perform the following tasks and be responsible for:

- 1) Developing and Implementing Statewide Credentialing Policies: Analyze, interpret, and apply complex federal law and state statutes and regulations governing the certification of educators. Work with other state and local agencies and content experts on complex policy issues concerning the certification of educators. Propose California Code of Regulations to implement and clarify statutes and regulations that affect the licensing of educators and oversee the state approval of regulations adopted by the Commission. Review workload data and feedback from credential preparation programs and employers to identify and make recommendations for policies and strategies to improve current practices. Ensure the accuracy, currency, and clarity of credential requirements and procedures made available through Commission publications including the Credential Information Guide, leaflets, Credential Information Alerts and Commission World Wide Web pages. Collaborate with other division managers to address policy issues that affect teacher preparation and professional practice. Prepare and present policy proposals and reports to the 19-member Commission.
- 2) Managing and Directing: Direct, plan, organize, and coordinate the work of the managers and staff of the Certification Division. Oversee the certifications issued to educators in accordance with California statutes and regulations and ensure the issuance of all authorization within statutory timelines. Implement and maintain policies, systems, and procedures to ensure statutory deadlines are met. Oversee the maintenance of accurate data regarding credential volume and processing times and report data to the Commission and the Legislature as required. Develop annual division operational goals and objectives; review, evaluate, and redirect resources as necessary to meet operational goals. Evaluate and address the staffing and budgetary needs of the division. Directly, and through subordinate managers/supervisors, review and evaluate employee performance, initiate work improvement counseling and training as needed to correct performance deficiencies, initiate, and recommend adverse action as needed to maintain a safe and productive work environment.
- 3) Improving and Maintaining Commission Effectiveness: Develop comprehensive procedural manuals documenting an array of departmental functions, not limited to, the issuance of educator credentials; teacher certification policies, systems, and procedures; Federal and State Personnel regulations, guidelines, and processes; educator discipline; and teacher preparation. Develop and implement division policy changes specific to the Certification Division.

Communicate effectively with Commissioners, legislative staff, institutions of higher education officials, educational organizations, and local, state, and Federal agency officials on sensitive teacher certification policies and issues. Represent the Division at public meetings imparting policy-level information related to credential processing to Commission stakeholders.

4) Performing other related professional assignments consistent with the goals and objectives of the programs to which management is assigned, and with the mission of the Commission.

On Commission meeting days, is the employee will be required to work at Commission headquarters and may be required to be on-site until the conclusion of Commission business.

Costs and Expenses

The Commission will reimburse 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 contribution toward employee benefits which may include health, dental, vision, life insurance, contributions to the State Teachers Retirement System, unemployment, workers compensation programs, and other fringe benefits, as specified in Exhibit A.

The Commission will reimburse the employee directly for all travel expenses incurred, through the California Automated Travel Expense Reimbursement System, while conducting official business for the Commission during this assignment. For travel purposes, the employee's headquarters will be designated as 1900 Capitol Avenue, Sacramento, California, 95811.

Rights and Benefits

The assignment of Mr. Watters to the Commission during this contract period shall not affect his status and rights as an employee of the Sacramento City Unified School District. Mr. Watters will be entitled to all current and future benefits, salary, and allowance for sick leave, vacation, retirement, Workers Compensation, and other benefits offered to employees of the Sacramento City Unified School District. Mr. Watters will remain an employee of the Sacramento City Unified School District and will not gain any state civil services status or be eligible for benefits offered only to employees of the state as a result considered administrative for open examination purposes.

Application of Rules, Regulations, and Policies

During the period of this assignment, Mr. Watters will be assigned to responsibilities equivalent to the level of Division Director, Career Executive Assignment A. The rules and policies of both the Commission and State of California governing standards of conduct shall apply to Mr. Watters.

Amendments to extend the services of the Visiting Educator assignment will be contingent upon the completion of a written annual evaluation of Mr. Watter's performance in this assignment.

As required under the provision of the Budget Act language, individuals providing services under a Visiting Educator, Interjurisdictional Exchange contract are required to provide full financial disclosure to the Fair Political Practices Commission in accordance with the rules and regulations of the Commission.

Terms of Contract

The contract will commence on February 1, 2015, terminate on January 31, 2017, and consist of 222 working days per year. The contract may be terminated before the expiration date by either party with a thirty (30) day written advance notice.

EXHIBIT A

SCOPE OF WORK (cont.)

5. Rates for service are as follows:

	FY 2014-15	FY 2015-16	FY 2016-17
Annual Rate (222 days)			
Base Annual (211 days)	\$ 114,991.00	\$ 114,991.00	\$ 114,991.00
Additional Days (\$364.45 per day, 11 days)	\$ 4,009.00	\$ 4,009.00	\$ 4,009.00
Subtotal Annual Rate	\$ 119,000.00	\$ 119,000.00	\$ 119,000.00
Benefits			
Unemployment	\$ 318.00	\$ 318.00	\$ 318.00
Worker's Compensation	\$ 2,630.00	\$ 2,630.00	\$ 2,630.00
State Teachers Retirement System	\$ 10,567.00	\$ 10,567.00	\$ 10,567.00
Post Retirement	\$ 5,216.00	\$ 5,216.00	\$ 5,216.00
Life	\$ 115.00	\$ 115.00	\$ 115.00
Subtotal Benefits	\$ 18,846.00	\$ 18,846.00	\$ 18,846.00
Subtotal	\$ 137,846.00	\$ 137,846.00	\$ 137,846.00
Indirect Costs (4.51% of Annual Rate)	\$ 5,367.00	\$ 5,367.00	\$ 5,367.00
Total	\$ 143,213.00	\$ 143,213.00	\$ 143,213.00
Monthly	\$ 11,934.42	\$ 11,934.42	\$ 11,934.42
# Months per FY	5	12	7
Total per FY	\$ 59,672.08	\$ 143,213.00	\$ 83,540.92
Total, Contract Terms	\$ 286,426.00		

6. Total contract amount not to exceed :

\$286,426.00

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In consideration for the satisfactory completion of the services described herein, the Commission agrees to pay the Contractor, in arrears, upon receipt of an invoice, for services rendered under this Agreement and for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Payment shall be in arrears contingent upon receipt of an itemized invoice received and approved by the designated representative(s). Invoices shall be submitted on Contractor's letterhead, signed by an authorized representative of the Contractor, and include the following:
- Agreement number
 - Time period covered/service period
 - Detailed statement of services completed for the period
- C. Invoices shall be submitted not more frequently than monthly in arrears to:
Commission on Teacher Credentialing
Fiscal & Business Services Section
Attn: Accounting Liaison
1900 Capitol Avenue
Sacramento, CA 95811-4213

2. Prompt Payment Clause

Payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the Commission shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Commission shall have the option to either cancel this Agreement with no liability occurring to the Commission, or offer an agreement amendment to the Contractor to reflect the reduced amount.

4. Timeline for Payment Processing

Within 30 days of the completed services date(s).	Contractor accounting office shall mail or fax invoice(s) to the Fiscal and Business Services Section, Accounting Liaison.
Within 1 day of invoice-received date	Fiscal and Business Services Section, Accounting Liaison shall log in and route invoice(s) to Commission Meeting Planner for review and approval.
Within 10 days of invoice-received date	Commission Project Representative shall review for legitimate expense charges incurred. Commission Project Representative shall authorized the Fiscal and Business Services Section, Accounting Liaison to process the reimbursement invoice or shall notify the Contractor of a disputed charge and file a Invoice Dispute (STD 209) form to the Contractor to request the necessary changes to finalize a legitimate (undisputed) approved invoice.
Within 10 days of the finalized (undisputed) legitimate invoice-received date (fax date or postmarked date)	Commission Project Representative shall attach supporting documents to the Fiscal and Business Services Section, Accounting Liaison to initiate final authorization of payment.
Within 20 days of the undisputed legitimate invoice received date (faxed date or postmarked date)	State Controller Office, Accounting Liaison shall issue a check.

5. **Travel Clause**

The Contractor will not be reimbursed for travel costs under this contract. The Commission will reimburse the employee directly for all travel expenses incurred, through the California Automated Travel Expense Reimbursement System, while conducting official business for the Commission during this assignment. For travel purposes, the employee's headquarters will be designated as 1900 Capitol Avenue, Sacramento, California, 95811.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally shall be decided by the following two-step procedures.

- 1) The Contractor shall provide written notice of the particulars of such disputes to the Commission's Project Representative or his/her duly appointed representative. The Project Representative shall respond in writing within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the Project Representative's decision, the Contractor shall appeal to the second level. Pending the decision on appeal, the Contractor shall proceed diligently with the performance of this Agreement in accordance with the Project Representative's decision.
- 2) The second level appeal shall indicate why the Project Representative's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Representative's response. This letter shall be sent to the Executive Director or his/her duly appointed representative. The second level appeal shall be filed within fifteen (15) working days of the receipt of the Project Representative's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this Agreement. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal.

2. Right to Terminate

The Commission reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Contractor. The Contractor shall submit a written request to terminate this Agreement only if the Commission should substantially fail to perform its responsibilities as provided herein.

However, this 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 agreement. In this instance, the agreement termination shall be effective as of the date indicated on the Commission's notification to the Agreement.

This Agreement shall be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Commission's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the is unable to render service as a result of any action by any governmental authority.

3. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.