



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# _____

Meeting Date: July 18, 2013

Subject: Approve Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

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

Learning Support Unit/Department: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment

Estimated Time of Presentation: N/A
Submitted by: Ken A. Forrest, Chief Business Officer Kimberly Teague, Contract Specialist
Approved by: Jonathan P. Raymond, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

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

A14-00006 Partnership	Sacramento City Unified School District (SCUSD) is continuing its transition to the Common Core State Standards in Mathematics (CCSSM). During the 2012-13 school year, the district launched its transition to the CCSSM with an emphasis on Gr. 3-8. An inquiry-based collaborative design methodology focusing on learning the three major components of the standards (Standards for Mathematical Practice, Instructional Shifts, and the Content Standards) was used to engage teachers and school leaders in professional learning. This model afforded teachers and leaders the opportunity to: a) collaborate quarterly to build a common understanding of the standards, b) strengthen instructional practice with coaching and feedback from district training specialists, and c) continuously assess the impact of their instruction on student learning through examining student work. Although still in its infancy, we have seen changes in both teacher practice and student learning.	\$888,711 (\$134,912 Match)
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Moving forward, the scope of work will expand to all grades, with the grant directly supporting the implementation in Gr. K-8. A condition of the grant is to collaborate with an external technical support provider. As a result of a robust and comprehensive Request for Proposal (RFP) process, the district will partner with Editure Professional Development. The 2013-14 implementation will include a leadership team of teachers from each school who will participate in a four-part series of district professional learning (October, December/January, March, and May/June). During this time, as a community of practice, they will develop the modules, implement them, examine student work, reflect on their own practice, and assist in building capacity at their respective school sites. This constitutes a leadership team of seven teachers per elementary (287); nine teachers per K-8 (81); and four teachers per middle (28), which totals 396 teachers from 57 schools (41 elementary, 9 K-8, and 7 middle). In addition, these teachers will have the opportunity to collaborate with their colleagues on-site and further address local concerns twice per year (November and February) totaling 12 hours. During these release days, teachers and training specialists may design lessons, model and observe lessons, examine student work and determine implications for teaching and learning, and may engage in lesson study to further their understanding of the practices, shifts, and the math content. Likewise, site leaders will engage in monthly professional learning sessions designed to build their knowledge of the CCSSM and expand their professional toolkits for leading the implementation charge. Due to the magnitude of the required change in practice and belief, both teachers and site leaders will receive on-going support from district mathematics training specialists and our Editure partners who will provide coaching, demonstration lessons, feedback, and resources for instructional planning.

Sacramento City Unified School District is also pleased to continue its partnership with the S.D. Bechtel, Jr. Foundation on this initiative to strengthen the quality of mathematics instruction across the district. The Foundation has graciously awarded \$888,711 to be added to the remaining 2012-13 grant balance as a means of advancing the district's efforts to implement the Common Core State Standards for Mathematics. An added bonus of this partnership is the ability for all the grant-funded districts to collaborate as a professional learning community and engage in reciprocal learning. The lessons learned from this community of practice will contribute to enhancing the learning experiences and outcomes in mathematics for SCUSD students plus inform the CCSSM implementation work of other school systems across the state. Through this partnership and strategic shifts in our service, students within SCUSD will be better poised to meet the rigorous demands of the CCSSM and subsequently develop the necessary skill sets to demonstrate career- and college-readiness.

ADULT EDUCATION

<p>A14-00008 Sacramento Employment & Training Agency (SETA)</p>	<p>7/1/13 – 6/30/14: Grant funding for Workforce Investment Act, Adult, Dislocated Worker, and CALWorks funds to provide Vocational English as a Second Language, Adult Basic Education GED, and Occupational Skills Sector Initiatives. The programs supported by these funds improve employment opportunities; and provide training, literacy, and vocational rehabilitation to community adults. Achievement in Adult Basic Education, English as a Second Language, General Education Development, and other vocational programs is measured through testing. Benchmarks are tracked for future funding opportunities.</p>	<p>\$816,700 No Match</p>
<p>A14-00009 Sacramento Employment & Training Agency (SETA)</p>	<p>7/1/13 – 6/30/14: Increase to Subgrant for Workforce Investment Act, (WIA) Title I, Adult and Dislocated Worker Program; and Resolution Authorizing Execution of the WIA Service Provider Subgrant. Provides funding for the One-Stop Career Center at the Charles A. Jones Business/Education Center.</p>	<p>Increase of \$30,000 New Amount: \$634,635</p>

CHILD DEVELOPMENT

<p>A14-00001 California Department of Education</p>	<p>7/1/13 – 6/30/14: General Child Care and Development Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2013/14. This full-day program serves school-age and infant/toddlers. General child care and development programs are state and federally funded programs that use centers and family child care home networks operated or administered by either public or private agencies and local educational agencies. Programs provide</p>	<p>\$1,010,068 No Match</p>
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an educational component that is developmentally, culturally, and linguistically appropriate for the children served. The programs also provide meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day.

A14-00002
California Department
of Education

7/1/13 – 6/30/14: State Preschool Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2013/14. Part- and full-day preschool programs are comprehensive, developmental programs for three to five-year-old children from low-income families. Programs emphasize parent education and encourage parent involvement. Activities are developmentally, culturally, and linguistically appropriate for the children served. Programs also provide meals or snacks to children, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day.

\$4,766,198
No Match

A14-00003
California Department
of Education

Pre-kindergarten and Family Literacy Program Contract and Resolution Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2013/14. Contract provides funding for supplemental support for interactive literacy activities for children and families. Funds will be used for materials for the “Raising a Reader” program at Ethel Phillips, Fr. Keith B. Kenny, John Sloat, 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.

\$15,000
No Match

A14-00007
California Department
of Education

7/1/13 – 6/30/16: Award of Facilities Renovation Repair (FRR) funds. These funds provide assistance in efforts to maintain healthy, safe and accessible environments for children in state subsidized child care and development programs.

\$115,000
No Match

INTEGRATED SUPPORT SYSTEMS

SA13-00004 Kaiser Permanente	7/1/13 – 6/1/14: Northern California Community Benefit Programs Division Grant supporting the Connect Center, a central youth and family resource center for the community. The Connect Center will provide social, emotional and health coverage resources and support to SCUSD students, families and staff. The Connect Center will respond to approximately 350 requests for services. The Center will also provide ongoing training to district employees, parents and families on issues affecting student health and wellness.	\$40,000 No Match
SA13-00005 Kaiser Permanente	7/1/13 – 6/1/14: Northern California Community Benefit Programs Division Grant in support of Bullying Prevention at SCUSD schools. Funds will be used to provide training, technical assistance, support to staff, students and families, and the development of a bullying prevention district web page which can be accessed by staff, students and families.	\$10,000 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ADULT EDUCATION

Sa14-00015 Laarni Gallardo, R.N.	7/1/13 – 6/30/14: To serve as Director to the Certificated Nursing Program and Deputy Director to the Vocational Nursing Program for Adult Education Programs. <u>Strategic Plan:</u> Aligns with Pillar II, Family and Community Engagement; and Pillar III, Organizational Transformation, by providing staff to supervise the Certified Nursing Assistant and Licensed Vocational Nursing Programs at the Charles A. Jones Business/Education Center that support teaching and learning. The Board of Nursing and Psychiatric Technicians require that the school have a Director of Nursing and an Assistant Director of Nursing. Laarni Gallardo serves as the Assistant Director of the Vocational Nursing Program and the Director of the Certified Nursing Assistant program.	\$85,800 Adult Education Funds
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APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	C.B. Wire Elementary C.P. Huntington Elementary Ethel I Phillips Elementary Fruit Ridge Elementary Joseph Bonnheim Elementary Maple Elementary Mark Hopkins Elementary Washington Elementary William Land Elementary Nutrition Services	None	Recycle
Audio/Visual Equipment	Ethel I Phillips Elementary William Land Elementary	None	Recycle



SERVICES AGREEMENT

Date: July 1, 2013 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and LAARNI GALLARDO, RN., B.S.N. (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 limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below:

- A. To act as Director to the Nursing Assistant Program (N.A.) and Director Vocational Nursing (V.N.) Program.
- B. Hold a current California active license as a registered nurse, hold a baccalaureate degree from an accredited school, have a minimum of three years as a registered nurse (one year shall be in clinical and teaching supervision, and have coursework from an accredited instruction in administration, teaching and curriculum.
- C. Work with administration and staff to develop nursing programs under his/her direction, including curriculum, screening and selection criteria and evaluation methodologies.
- D. Ensure that implemented curriculum meets with the California Board of Nursing regulatory standards.
- E. Assist with recruitment and training of associated staff for the N.A./VN programs.
- F. Secure and coordinate with host sites for clinical training for the N.A./VN programs.

- G. Have clear TB and fingerprint results on file in the District Office prior to working with staff and students.
- H. Prepare a monthly invoice that corresponds with hours worked.

ARTICLE 2. TERM.

This Agreement shall commence on 07/01/2013 and continue through 06/30/2014 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:

Fee Rate: \$65 per hour per day of services as may be requested by District, not to exceed a maximum of 110 hours//month of service. Total fee shall not exceed \$85,800

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Charles A. Jones Career and Education Center, Sacramento City Unified School 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 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. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for 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.

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 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 contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification before services begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

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.

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: Donna Philp, Coordinator III

Contractor:
Laarni Gallardo
Tax ID:562-87-7369
24 Press Court
Elk Grove, CA 95758

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.

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.

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.

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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

By: _____

Jonathan P. Raymond
Superintendent

Date

By: Laarni Gallardo RN BSN
Signature

Laarni Gallardo, RN, B.S.N.

May 14, 2013
Date