



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: June 21, 2012

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. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Recommended Bid Awards – Supplies/Equipment
5. Notices of Completion – Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ADULT EDUCATION</u>		
A12-00116 Sacramento Employment and Training Agency (SETA)	7/1/12 – 6/30/13: Subgrant for Workforce Investment Act, Title I, provides funding for a One-Stop Career Center at the Charles A. Jones Business/Education Center. Program provides talent development scholarships, core services, including outreach, job search assistance, and placement assistance for approximately 3,800 participants. Intensive services include remedial training such as basic skills training, career planning, and counseling.	\$604,635 No Match
A12-00117 Sacramento Employment and Training Agency (SETA)	7/1/12 – 6/30/13: Grant funding for Workforce Investment Act, Title I, Youth Program at Charles A. Jones Business / Education Center to serve 35 Out-of-School youth participants. Out-of-School participants are individuals between the ages of 18 and 24 who are not currently enrolled in public or private education, and who may or may not have completed a high school diploma, GED certificate, or equivalent. Students participate in an intensive program with low student to staff ratios for personalized assistance, and are provided guidance and support to meet their educational goals.	\$131,950 No Match
A12-00118 Sacramento Employment and Training Agency (SETA)	7/1/12 – 6/30/13: Grant funding for Workforce Investment Act, Title I, Youth Program, Universal Services. Grant to provide funding for a Youth Specialist/Worker to assist youth, ages 14 – 21, in job development skills, job search & placement at Charles A. Jones Business / Education Center.	\$71,500 No Match
A12-00119 Alta California Regional Center	7/1/12 – 6/30/13: Agreement to continue the delivery of services to the developmentally disabled adults attending A. Warren McClaskey Adult Center. Community Access, Socialization, Graphic Arts, Recycling and Senior programs for up to 135 students will be offered. Certificated teachers and aides will provide the instruction for these programs.	Reimbursement Agreement (\$48.22 per adult, per day)
<u>CHILD DEVELOPMENT</u>		
A12-00115 California Department of Education	7/1/12 – 6/30/13: General Child Care and Development Program Contract and Resolution No. 2710, 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 2012/13. 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	\$895,024 Reimbursement Agreement

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.

A12-00120 First 5 Sacramento	7/1/12 – 6/30/15: Grant to fund school readiness programs and services for children ages 0-5 in the following school communities: Edward Kemble, Fr. Keith B. Kenny, Mark Hopkins, Pacific, Fruit Ridge, C.P. Huntington, Ethel I. Baker, Jedediah Smith, Joseph Bonnheim, Oak Ridge, John Still and Woodbine.	\$3,600,000 No Match
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EXPENDITURE AND OTHER AGREEMENTS

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

SA13-00037 Vision 2000	6/18/12 – 7/14/12: Planning and Implementing 2012 Summer Math and Reading Academy at California State University, Sacramento for approximately 300 students attending Fr. Keith B. Kenny, Jedediah Smith, and Oak Ridge elementary schools.	\$94,621.80 Title I and School Improvement Grant Funds
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Strategic Plan: Aligns with Pillar I, Career and College Ready Students; and Pillar II, Family and Community Engagement, by engaging students, families and community partners to collaborate with the district for academic enrichment and empowerment activities.

COMMUNICATIONS OFFICE

SA13-00036 Blackboard Connect	7/1/12 – 6/30/15: Renewal of agreement for ConnectEd services, providing emergency communications, attendance notification and community outreach service. Service delivers “any-time” messages to parents, staff, and board members. Annual message fee is based on 45,571 student enrollment at \$1.75 per student, plus support fee.	\$82,749.25 (Year 1) General Funds
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Strategic Plan: Aligns with Pillar II, Family and Community Engagement, by staying connected and engaged with families and the community through communication and notifications regarding our students.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Oak Ridge Elementary	None	Recycle
Office Equipment	Administrative Services Assessment, Research & Evaluation Purchasing Svcs/Mailroom	None	Recycle

RECOMMENDED BID AWARDS – SUPPLIES/EQUIPMENT

Bid No. 120406 Custodial Products and Supplies (Just-in-Time “JIT” Delivery)
 Bids received: May 1, 2012
 Recommendation: Award to CleanSource, Inc.
 Amount: \$378,619.87
 Funding Source: Individual Sites/Departments

The Purchasing Department advertised Bid #120406 “Custodial Products and Supplies” (Just-in-Time Delivery) to replace the expiring bid. The term of the bid is for three years, with two (2) one year extensions.

CleanSource (second lowest bid) is recommended for award based on concerns related to the lowest bidder that include: 1) Not providing a JIT delivery method to other school districts; 2) The short time frame for returning goods; 3) The need to install new towel dispensers (3,500) to utilize the paper products available from the low bid vendor (start-up costs would be excessive); and 4) Lack of ability to freeze costs for the three year period as outlined in the RFP. The review panel felt CleanSource, Inc. provided the best overall value to the District.

BIDDER	AMOUNT
CleanSource, Inc.	\$378,619.87
Sac Val Janitorial Supply	\$365,084.23
Staples	\$385,091.90
Central Sanitary Supply	\$516,434.89
All American	Non-Responsive
Grainger	Non-Responsive
Hillyard	Non-Responsive
Interboro Packaging Corp.	Non-Responsive
Office Depot	No Bid
Pro-Clean Supply	Non-Responsive

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Turner Construction	Bid No. 700-0560, The MET Modernization / New Construction (ORG) Project DSA #02-111663 (Modernization) DSA #02-111086 (New Construction)	June 14, 2012



SERVICES AGREEMENT

Date: June 22, 2012 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Vision 2000 Educational Foundation, (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 ("Services"):

Planning, facilitating, and implementation of Summer Math and Reading Academy at California State University, Sacramento for approximately 300 students.

ARTICLE 2. TERM.

This Agreement shall commence on June 18, 2012 and continue through July 13, 2012, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. 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:

Flat Rate: The total payment to Contractor, including travel and other expenses, shall be Ninety-Four Thousand Six Hundred Twenty-One and 80/100 Dollars (\$94,621.80).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Iris Taylor, Academic Office, 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. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. 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 that contain no intellectual property or other protected works owned by Contractor 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.

Contractor's relationship to the District under this Agreement shall be one of an 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 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 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: Iris Taylor, Academic Office

Contractor:
Vision 2000 Educational Foundation
2816 Robinson Creek
Elk Grove, CA 95758-3619
Attn: Hazel Mahone

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. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

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**

**VISION 2000 EDUCATIONAL
FOUNDATION**

By: _____
Patricia A. Hagemeyer
Chief Business Officer

By: _____
Signature

Date

Print Name/Title

Date

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

**AMENDMENT
TO THE CONNECT-ED SERVICES AGREEMENT DATED MAY 27, 2009 BETWEEN BLACKBOARD CONNECT
INC. AND SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

This Amendment to the Connect-ED Services Agreement dated May 27, 2009 ("Agreement") between Blackboard Connect Inc. ("Blackboard Connect") and Sacramento City Unified School District, California ("Customer") is made as of the last signature date below ("Amendment").

The purpose of this Amendment is to reduce the Message Fee for the Initial Renewal Term of the Agreement and to adjust the fees accordingly. This modification will become effective on July 1, 2012.

The Parties hereby agree to the following terms and conditions:

- I. The following is hereby added to section 3., entitled "Fees" as a new subsection d.:
 - d. The renewal term shall commence on July 1, 2012 through June 30, 2015 (the "Initial Renewal Term"). For the period of July 1, 2012 through June 30, 2013, an annual Service Fee of \$82,749.25 (i.e., \$1.75 x 45,571 students including the annual Support Fee of \$3,000.00) will be invoiced upon execution of this Amendment and due within 30 days of invoicing. For subsequent Renewal Terms beyond the expiration of the Initial Renewal Term, the Service Fee will be at Blackboard Connect's then-current pricing.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date written below.

BLACKBOARD
650 MASSACHUSETTS AVE. NW 6TH FLOOR
WASHINGTON, DC 20001

**CUSTOMER: SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT**
5735 47TH AVENUE
SACRAMENTO, CA 95824

Signature
TESS FRAZIER-VICE PRESIDENT

Print Name and Title

Signature

Print Name and Title

Date:

Date: