



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

**Meeting Date:** December 4, 2014

**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. Other Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Notices of Completion – Facilities Projects

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

## **EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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### **HUMAN RESOURCES**

SA15-00250 Public Sector Personnel Consultants	12/1/14 – Completion of Services. As a result of a Request for Proposal (RFP) process in which all classified bargaining units were represented, Public Sector Personnel Consultants was selected to conduct a Classification and Compensation Study of Classified Employees. The overall objective is to align job descriptions with the current roles and responsibilities of classified employees and conduct a market analysis of compensation in similar or like jobs in other districts.	\$152,500 General Funds
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Strategic Plan: Aligns with Pillar III, Organizational Transformation, by retaining a motivated, capable and diverse workforce.

CN140269 California Department of Education	7/1/14 – 6/30/15: Visiting Educator Agreement provides the services of William Ellerbee to the Special Services and Support Branch of the California Department of Education, in the capacity of Deputy Superintendent. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. <i>Year Eleven of initial two year agreement.</i>	\$220,459 Reimbursement Agreement
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Strategic Plan: Aligns with Pillar III, Organizational Transformation, by training and supporting a capable and diverse workforce (for the State of California).

## **APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Abraham Lincoln Elementary Accelerated Academy Martin Luther King K-8 Sacramento New Technology Nutrition Services Special Education Department	None	Recycle
Office Equipment	Accelerated Academy	None	Recycle
Vehicle, 1½ ton Truck	Facilities Maintenance	\$100	Surplus
Polisher, band saw, scaffolding, drill press, table saw, misc equipment		\$1000 (total)	Surplus

## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Abide Builders	Outdoor Learning Center at School of Engineering & Sciences, DSA #02-113097	September 2, 2014
Landmark Construction	Shade Structure at O.W. Erlewine Elementary School, DSA #02-113516	September 2, 2014
Seward L. Schreder Construction	Gymnasium HVAC Project at Hiram Johnson High School, DSA #02-113063	September 8, 2014



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## SERVICES AGREEMENT

**Date:** December 1, 2014 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and Public Sector Personnel Consultants (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 47<sup>th</sup> 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"):

Conduct a Classification and Compensation Study of Classified Employees as outlined in Proposal submitted July 2014 and attached hereto as Exhibit B.

### ARTICLE 2. TERM.

This Agreement shall commence on December 1, 2014 and continue through completion of services, 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 not exceed One Hundred Fifty Two Thousand, Five Hundred Dollars (\$152,500).

#### **Major Project Components**

- Project Briefing Meetings for Employees – Position Analysis Questionnaire Handout, Q & A Sessions	<b>\$ 7,500</b>
- Position Classification and Job Titling / Including FLSA Review	<b>\$ 15,000</b>
- On-Site Desk Audits or Interviews (300 included)	<b>\$ 35,000</b>
- Updated ADA/EEO-Compliant Job Descriptions	<b>\$ 35,000</b>
- Total Compensation Survey	<b>\$ 50,000</b>
- From Survey, Compensation Plan, Draft Reviews, Final Presentation	<b>\$ 10,000</b>
<b>Not-to-Exceed:</b>	<b>\$ 152,500</b>

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Cancy McArn, Asst. Superintendent, Human Resources, 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.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the

completed work in a manner consistent with this Agreement including 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 limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit A, Contractor's Certification of Compliance. If the Contractor is unwilling to comply with these 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.**

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 certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. 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.

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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: Kimberly Teague, Contracts

Contractor:  
Public Sector Personnel Consultants  
915 L Street, #C-102  
Sacramento, CA 9584  
Attn: Matt Weatherly, President

**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. 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 17. 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 18. 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 19. 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**

**PUBLIC SECTOR PERSONNEL  
CONSULTANTS**

By: \_\_\_\_\_  
Gerardo Castillo, CPA  
Interim Chief Business Officer

By: \_\_\_\_\_  
Matthew Weatherly  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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**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.

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Authorized Signature of Contractor

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Date

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Printed Name/Title

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## **EXHIBIT B**

### **SUMMARY OF SERVICES FOR THE DISTRICT**

***PUBLIC SECTOR PERSONNEL CONSULTANTS (PSPC)*** proposes the following program of consulting services and implementation support to conduct a classification and compensation study.

#### **Project Planning and Communication**

1. Project planning and scheduling meeting with Executive Staff and project designee(s)
2. Policy input and project direction meeting and briefing with Board, Human Resources and designee(s)
3. Project briefing presentation for all employees, Board, District Officials, District's project leaders
4. Management and employee communication, progress reports throughout all project phases

#### **Classification Project Tasks**

5. Occupational familiarization by review of District's current job descriptions and compensation plans
6. Organizational familiarization by review of District organization charts, budgets, and annual reports
7. Position Analysis Questionnaire (PAQ) customized for gathering District employee occupation data
8. Meetings to distribute and explain the PAQ and the project for included jobs / employees
9. Worksite job desk audits / field observations with representatives of included jobs
10. Determination of job classification and FLSA Exempt / Non-Exempt designation for each position
11. Recommended title modifications and reclassifications for consideration by department heads
12. Review of position classification recommendations with District's project staff, respective departments
13. Preparation of updated ADA/EEO-compliant job descriptions for each District job classification
14. Resolution of employee reviews of classification recommendations and draft job descriptions

#### **Custom and Comprehensive Market Compensation Surveys**

15. Identification of District's competitive employment areas for compensation surveys, for District approval
16. Identification of District occupations to utilize as survey benchmark job classifications
17. Solicitation of comparator employers and agencies for participation in external compensation surveys

18. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
19. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
20. Collection of longevity pay details from comparator cities, for comparison to current practices
21. Computation of extent District's compensation offerings vary from external prevailing rates and practices
22. Review of competitiveness analysis with HR staff, District Officials and District's project designees

### **Compensation Plan Development**

23. Construction of optional salary range structures for review and selection by District's project leaders
24. Assignment of job classes to salary ranges by internal equity and external competitiveness
25. Assistance with District Board identification of desired, affordable salary competitiveness policy
26. Fiscal impact estimates at various levels of external prevailing rates competitiveness policies
27. Review and critique of draft salary and implementation plans with Human Resources, project leaders

### **Communication of Results and Implementation Strategies**

28. Preparation and presentation of a final project reports for the District Board, staff, and District Officials
29. Development of a plan for the implementation of District's updated classification and compensation plan
30. Uploading of ***EZ COMP<sup>TM</sup>*** program files on a Human Resources Department computer, staff training
31. Development and provision of process for ongoing plan maintenance and subsequent plan updates
32. Assistance with communicating the District's updated plans for all District officials and employees
33. One year classification and compensation plan maintenance assistance ***at no cost to the District***

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## PROJECT APPROACH AND METHODOLOGY

Following is our overall work plan and approach to achieving the District's objectives for the conduct of a classification and compensation study.

### ***A. OBJECTIVES OF THE PROJECT***

The recommended plans, programs, systems and administrative procedures will meet these ten most important criteria.

- |                                  |   |
|----------------------------------|---|
| - Internally equitable           | - Financially responsible                   |
| - Externally competitive         | - Efficiently administered                  |
| - Readily understood             | - Inclusive of employee input               |
| - Easily updated & maintained    | - Reflective of District's values           |
| - Legally compliant & defensible | - Reflective of prevailing "best practices" |

### ***B. SCOPE OF THE PROJECT***

The project could include: a management and employee communication plan; partnership with the District's Executive and Human Resources Staff, Superintendent, Board, and project designee(s); occupational, organizational, and operational familiarization; Position Analysis Questionnaire (PAQ) and job analysis for included classifications; worksite job information interviews; position classification and job title recommendations for included employees and classifications; FLSA designations; updated ADA/EEO-compliant job descriptions; **EZ COMP™**; internal equity and external competitiveness evaluation; compensation survey and competitiveness analysis; salary range recommendations; fiscal impact estimates and multiple implementation scenarios; updated classification and compensation plan and one year of classification and compensation plan implementation support.

### ***C. PROJECT METHODOLOGY***

#### ***1. Quality Assurance***

To ensure a high quality project, we have built in several layers of procedural and statistical controls, in addition to those already in **EZ COMP™**. Internally, we follow a prescribed series of steps in each project phase, which are reviewed by our Project Director. We request that the Human Resources and District's Project Manager(s) review our work to minimize the chance of errors and to ensure that it reflects the District's organizational values.

#### ***2. Project Planning Meetings and Communication Plan Development***

We will consult with the Executive Staff and District Officials or representatives on a communication strategy, plan, and materials, beginning prior to the project and extending to the post-project information meetings. We can conduct group pre-project meetings for all District officials and included employees where we will discuss the project's scope, answer questions, and distribute and explain the Position Analysis Questionnaire.

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## ***D. POSITION CLASSIFICATION REVIEW***

### ***1. Review of Essential Tasks – Position Analysis Questionnaire***

We will review and analyze the current essential tasks, duties and responsibilities, and minimum qualifications of each included position through the Position Analysis Questionnaire (PAQ) to be completed by each employee (or group of employees with identical jobs) in print or electronic format. If the information on the PAQ does not clearly delineate the position's scope of responsibilities, we may return the PAQ to the position's incumbent for additional information, or focus on the data gap during a worksite job information interview.

### ***2. Employee Worksite Job Information Interviews***

We will conduct a worksite job information interview with a representative incumbent of each included job classification. The purpose of these interviews is to verify the data on the PAQ, obtain additional insight into the scope and complexity of the job duties, observe technical processes and working conditions, and to provide employees with an additional method of participation in the project. This process also ensures that we make all internal and external comparisons on the basis of ***actual job content*** and not merely job title.

### ***3. FLSA Status Determination***

We will review the essential tasks and minimum qualifications of each of the District's job classifications and subject them to the Fair Labor Standards Act tests to determine their exempt or non-exempt status.

### ***4. Position Classification***

Each of the District's positions will be analyzed and evaluated to determine their primary characteristics, including:

- Is there a current District occupational job group comprised of job classes with essential functions similar to the subject position; if so:
- To which of the group's job classes, and at what level, are the subject position's essential functions similar to the subject position, and if so:
- Are they sufficiently comparable (+/- 20% guideline) to be allocated to that job class, utilize the same job title, require the same minimum qualifications, and be assigned to the same salary range.
- If the District does not currently have a sufficiently comparable job class, what should be the subject position's occupational job class and title, and:
- What should the recommended occupational classification action be, No Change (N), Title Change (T), Merge With Other Job Class (M), New Job Class (J).

- We may find that a job class is overly broad and encompasses several job activities which are regarded with significant salary difference in the marketplace. In such an instance, we will recommend "splitting" the job class into the current job class and a new job class which encompasses the different job activities.

##### **5. Updated Job Descriptions**

We will prepare an updated ADA/EEO-compliant job description in the District's standard or other selected format for each included occupational job class. Focus will be on the Essential Functions and Minimum Qualifications. The specifications or descriptions may include (not limited to) the following components:

Job Title – Definition	Education, Training & Experience	Physical Requirements
Distinguishing Characteristics	Licenses and Certifications	Non-Essential Functions
Essential Functions	FLSA Exempt/Non-Exempt Status	Mental Requirements
Desired Knowledge and Skills	Supervision Exercise/Received	Working Conditions

##### **6. Draft Classification Plan Review with Human Resources and Department Heads**

We will conduct a review of our initial position classification recommendations and draft job descriptions with the District's Project Team and respective department heads to identify possible errors, obtain feedback, and solicit suggestions for clarification.

##### **7. Resolution of Employees' Classification Reviews**

We will provide the District with a process for employees to review our initial occupational job classification of their position, and provide a form for them to complete if they feel that an error has been made or to provide significant additional job content information.

Depending on the action recommended by the respective department heads we may conduct a second job analysis and will inform the project designee(s) of our final recommendation.

##### **8. Various Approaches to Ensure Internal Equity**

If desired, and for precision in job class analyses, and subsequent salary range determinations, we may utilize one of several job evaluation systems widely in use, including the **Hay Method**, Decision Band Method (DBM), and the **Factor Evaluation System (FES)**. **FES** is the most extensively validated and commonly utilized quantitative job evaluation system for public sector occupations, consisting of the following flexible compensable factors.

Knowledge Required	Personal Contacts	Complexity
Supervisory Controls	Scope and Effect	Work Environment
Guidelines Provided	Supervision Exercised	Physical Demands



The job class hierarchy based on job points will reflect the District's relative internal job worth values. The District's annual salary competitiveness policy will be translated into a mathematical formula which, when combined with the job points of each District job class, will determine the proper salary range for each job class and position. This balances internal equity (job points relationships) with external competitiveness (market relationship formula).

- a. ***Optional Approach A – FES System*** – We will train a task force of representative District employees in the adaptation of the ***FES*** point-factor job content evaluation system to the District's job worth values, guide them in the evaluation of a structured benchmark of job classes, conduct QC reviews, and evaluate the remaining job classes within the relative job worth structure established by the task force. We can provide the District with manual or automated versions of this system.
- b. ***Optional Approach B – Custom Designed System for the District*** – We will train and guide a task force of representative District employees in the design of a point-factor system of job content evaluation total reflecting the District's relative job worth values, and proceed as in Approach A. We can provide the District with an automated version of the system once it has been developed with the task force.

## ***E. COMPREHENSIVE AND SUSTAINABLE COMPENSATION PLAN***

### ***1. District Involvement in Compensation Plan Development***

We will obtain policy direction from the District Board, Executive Staff, and/or District Officials on the following key components of the salary plan development process:

- |                                       |   |
|---------------------------------------|---|
| - Comparator Employer Selection       | - Job Evaluation Method-Salary Plan Linkage |
| - Benchmark Job Class Selection       | - Draft Compensation Plan Review / Critique |
| - Compensation Competitiveness Policy | - Total Compensation Points for Analysis    |
| - Salary Structure Selection          | - Project Implementation Plan               |

### ***2. Comprehensive Compensation Survey***

We do not subscribe to or recommend the use of databases or data warehouses used or hosted by other firms! We will collect the complete pay plans from each of the District's comparators and build a custom survey database to ensure accuracy and completeness, unique to the District's job classifications.

- a. ***Data Collection Protocol*** will be developed in consultation with the District's project leaders to determine which salary data elements to include, such as:

#### ***Base Salary Information***

- Salary grade/step or open range salary plan structure
- Salary range structure Minimum, Midpoint, and Maximum
- Method of salary administration – longevity, performance, or skill



***Additional Compensation Information (to be defined in partnership with District)***

- Contributions for insurance and retirement, PTO, etc
- Supplemental pay items for special qualifications/certifications
- Any additional add-pay or benefits items at District's direction

***b. Benchmark Job Selection*** will be made by identifying District job classes common to its employment-competitive public and private employers in the immediate area and throughout the region or State, clearly identifiable, and representative of standard occupational job groups.

***c. Comparator Employers Identification*** will be made in consultation with the District's Project Manager(s) or District Board. Criteria include their degree of competition to the District in obtaining and retaining high quality staff, their location in the District's traditional recruitment areas, and their organizational size and complexity.

***d. Compensation Data Collection*** will be made by one or more of the following methods.

- Pre-survey contact with the selected comparator employers to solicit participation in the District's compensation survey(s)
- Extraction from the pay plans of designated public employers.
- Customized salary and additional total compensation and benefits survey requests for local governments and other public and private employers, distributed by mail, fax, and e-mail.
- As desired, additional data extraction from established salary surveys and commercial survey sources such as Watson Wyatt, ERI, etc.

***e. Data Quality Control*** includes editing data for accuracy and proper matching to the District's survey benchmark jobs, and phone/fax/E-mail follow-ups for data clarification and to obtain comparators' benchmark job descriptions.

**3. Prevailing Rates Calculation**

We will consolidate the compensation data from all sources, enter the information into the ***EZ COMP™*** program, and compute the prevailing rates, inclusive of cost of living differentials, as the statistical mean of the survey data for each benchmark job class. Data will be projected forward from the date of collection to a common date relating to the District's salary plan year by the annual Prevailing Rate Increase Factor (PRI) applicable at that time.

**4. Compensation Competitiveness Comparison**

We will provide the District with charts comparing its current salary structures to those of the selected public and private comparator employers. We will calculate the extent that

the District's offerings vary from the prevailing rates and practices of other relevant employers.

**5. Compensation Competitiveness Policy**

We will assist the District to select a compensation competitiveness policy which best fits its compensation strategy and financial resources, by providing fiscal impact estimates at various percentage relationships to the prevailing rates.

**6. Salary Plan Structure Development**

We will review the District's current wage plans and *1)* utilize the District's current wage plan structures to identify internally equitable and externally competitive salary ranges for each District job class or *2)* prepare alternative salary range structures and schedules for the District to select the best fit for its competitiveness strategy, with these optional criteria:

- Method of administration, i.e.: measured job performance, longevity, or skill
- Width of the salary ranges, grades, or broad bands, from Minimum to Maximum
- Varying salary range widths for FLSA non-exempt or exempt positions
- Open salary ranges for pay-for-performance or variable compensation plan
- If steps within the salary ranges, number of steps, percentage separation
- Number of salary ranges, grades, or broad bands in the salary schedule
- Percentage of separation between salary ranges, grades or broad bands
- Recognition for longevity, unique assignments, and special skill requirements
- Remuneration for required special licenses, certifications and registrations
- Linkage of performance evaluations to performance increase opportunities

**7. Salary Range Assignment Development**

We will assign each job classification to a salary range in the District's current or selected new salary structure on the basis of a combination of factors, including:

- the prevailing rates for the benchmark job classes
- its current relationship to similar or occupationally related job classes
- the 15% guideline for salary range separation between sequential job classes
- the 25% guideline for salary separation of a department head job class
- its quantitative evaluated internal job worth value (job evaluation points)

**8. Implementation Plan Development**

We will consult with the Executive Staff and Project Team on a plan for transition to the recommended plan, including a timetable for the principal activities, employee communication, and estimates of required financial resources.

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## ***F. FINAL REPORTS AND PRESENTATIONS***

### ***1. Draft and Final Report Preparation***

We will provide the District's project leader(s) with a draft of our report for review and critique, including the classification plan, FLSA designations, compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a final report summarizing the project's findings, recommendations, and detailed description of the District's updated position classification and compensation plans.

### ***2. Final Report Presentations***

We will conduct a workshop or formal presentation of our final report and recommendations to the Executive Staff, District Officials, and employees.

### ***3. EZ COMP™ Program Installation***

We will install our ***EZ COMP™*** program and project files on one of the Human Resources Department's computers and provide training to key staff in the maintenance and update of the classification and compensation plan.

### ***4. Implementation Warranty***

To ensure effective implementation of the new plan, we will analyze, evaluate, and provide a salary range recommendation for any new or changed job class, ***at no cost to the District*** for one year.

## ***G. ENSURING THE DISTRICT'S SELF-SUFFICIENCY***

The District will be self-sufficient in all aspects of maintenance of the updated position classification and compensation plan through these services.

### ***1. Procedure Manuals***

- *PSPC Position Classification Procedure Guide*
- *PSPC Salary Administration Procedure Guide*
- *SCUSD EZ COMP™ Procedure Guide*

### ***2. Training Workshop*** – for District staff in position classification, job evaluation, compensation surveys, and compensation plan design and administration.

### ***3. Electronic Job Description Library*** – we can provide the District with any updated ADA/EEO-compliant job descriptions in hard copy and electronic library format for internal maintenance.

4. **EZ COMP™** – program and project files on one of the District’s computers, a custom user’s manual, and system training for key District and Executive Staff.
5. **Initial Year’s Implementation Warranty Support** – we will analyze, evaluate, classify, and provide a salary range recommendation for any new or changed position or entire job classification, *at no cost to the District* for one year.

#### ***H. EXTENSIVE EMPLOYEE INCLUSION AND COMMUNICATION***

Very important factors for successful implementation of new or updated classification and compensation plans are **1)** extensive employee inclusion, and **2)** extensive employee communication. District officials and employees will participate in one or more of the following activities:

- Attending pre-project briefings and question and answer sessions
- Completing a Position Analysis Questionnaire (PAQ) describing their position
- Elaborating on their jobs in individual or group job information interviews
- Requesting a second review of their position’s occupational job classification
- Receiving information pamphlet/booklet describing the updated salary plan

#### ***I. MINIMAL DISTRICT SUPPORT REQUIRED***

We are completely self-sufficient in projects of this nature and do not require any substantive staff support from the District other than payroll data, and arrangements for group and individual meetings and interviews. We appreciate, but do not require, any office space, telephone, clerical assistance, computers, or office equipment. We will provide all data entry, data processing, duplicating, and related report preparation functions.

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER

**CN140269**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Education

CONTRACTOR'S NAME

Sacramento City Unified School District

2. The term of this Agreement is: July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: \$ 220,458.66  
Two Hundred Twenty Thousand Four Hundred Fifty-Eight Dollars and Sixty-Six 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 3 page(s)

Exhibit C\* – General Terms and Conditions 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 1 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](http://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 47<sup>th</sup> Avenue  
Sacramento, CA 95824

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Education

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sharon Taylor, Director, Fiscal and Administrative Services Division

ADDRESS

1430 N Street, Room 2213, Sacramento, CA 95814

California Department of General  
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor will provide the services of William Ellerbee to the Student Support and Special Services Branch. This is an Interjurisdictional Exchange (IJE) Assignment (GC Section 19050.8) to provide professional assistance (SPB Rule 427) to meet compelling management needs, as described herein.

II. PROJECT MONITORS:

The CDE assigns **Richard Zeiger, RZeiger@cde.ca.gov, 916-319-0794** as state project monitor to oversee this project. Said monitor is not authorized to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

Kimberly Teague, Kimt@scusd.edu

The contractor assigns ~~JoAnn Sull, Joann@sac-city.k12.ca.us~~, **916-643-2464** as contractor project monitor to oversee this project. Said monitor is not authorized to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

MEMORANDUM OF UNDERSTANDING  
AGREEMENT MADE AND ENTERED JULY 1, 2014  
BETWEEN THE STATE OF CALIFORNIA AND THE  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
FOR EMPLOYEE ASSIGNMENT FOR TRAINING PURPOSES

Under the provisions 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:

Name of Employee: William Ellerbee  
Local Education Agency: Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

to the California Department of Education (hereinafter referred to as CDE), Student Support and Special Services Branch, under the following terms, conditions and policies:

**I. JUSTIFICATION FOR ASSIGNMENT**

At the completion of this contract, the Sacramento City Unified School District will have an employee who will possess a practical knowledge of state government practices and policies and who has gained program administrative experience. The employee will be responsible for the development of statewide educational policy related to curriculum and instruction. This assignment will expand the employee's experience and knowledge of program administration at the state level and its impact on local education agencies, which are required to implement successful education programs to meet the needs of children as established by law.

The organizational structure of CDE requires a Deputy Superintendent for the Student Support and Special Services Branch. William Ellerbee brings to that function expertise in a wide range of program areas. His skills and knowledge of program and policy administration and the operations of local school districts will enable the State Superintendent of Public Instruction to more effectively serve the children of California.

**II. POSITION DATA AND SUPERVISION**

The employee will be assigned to the position of Deputy Superintendent for Student support and Special Services Branch. The employee will be assigned to perform the following tasks and responsibilities:

- (1) Providing vision, leadership, technical assistance and direction for the development and implementation of a statewide educational strategy for the CDE with particular focus on special services and support including special education, coordinated student support, nutrition services, and oversight of CDE-operated State Special Schools and Diagnostic Centers;
- (2) representing and speaking for the State Superintendent of Public Instruction as directed, including to the State Board of Education, the State Legislature, the Congress, and other boards and commissions;
- (3) serving as a member of the State Superintendent of Public Instruction's Executive Cabinet, providing leadership in the development and approval of statewide educational and departmental policies and practices;
- (4) promoting support for the State Superintendent of Public Instruction's and the State Board of Education's educational reform agenda with particular emphasis on the instructional services programs, handling public speaking engagements as necessary throughout the State;
- (5) formulating strategies and policies necessary for the development and implementation of large-scale projects;
- (6) having responsibility for programmatic accountability of the total California Department of Education, which includes ensuring compliance with the intent of federal and state mandates for programs and waivers; and
- (7) working cooperatively with state legislators, U.S. Department of Education representatives, Department of Finance and Legislative Analyst's Office staff, Congressional representatives, school district and county office of education superintendents, etc.

### III. COSTS AND EXPENSE

The CDE will reimburse the 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 contributions toward employee benefits including health, dental, vision, life insurance, retirement, and miscellaneous other benefits. Vacation leave accruals should be taken within the contract period to the extent possible.



The CDE will reimburse William Ellerbee directly for all travel expenses incurred, through the CDE's Automated Travel Expense Reimbursement System, while conducting official business for the State of California during this assignment. For travel purposes, the employee's headquarters will be designated as 1430 N Street, Sacramento, California.

**IV. RIGHTS AND BENEFITS**

The assignment of William Ellerbee to the CDE during this contract period shall not affect his status and rights as an employee of the Sacramento City Unified School District, and he will be entitled to all current and future benefits, salary and allowances for sick leave, vacation, retirement, workers' compensation, and other benefits offered to employees of the Sacramento City Unified School District. William Ellerbee will remain an employee of the Sacramento City Unified School District and will not gain any state civil service status or be eligible for benefits offered only to employees of the state as a result of this assignment. Experience obtained during this assignment will be considered administrative for open examination purposes.

**V. APPLICATION OF RULES, REGULATIONS AND POLICIES**

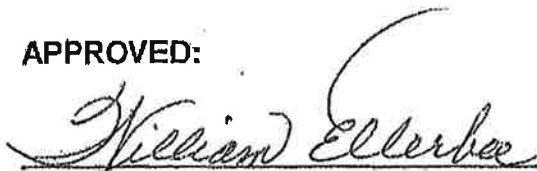
During the period of this assignment, the employee will be assigned responsibilities equivalent to the level of Deputy Superintendent of Public Instruction. The rules and policies of both the CDE and of the State of California governing standards of conduct shall apply to the employee.

As required under the provision of Budget Act language, individuals providing services under a Visiting Educator Program/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.

**IX. TERM OF CONTRACT**

This contract will commence on July 1, 2014 and will terminate on June 30, 2015. This contract may be terminated before the expiration date by either party with a thirty day written advance notice.

**APPROVED:**

  
William Ellerbee

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CN140269** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

**California Department of Education  
Executive Office  
1430 N Street, Suite 5602  
Sacramento, CA 95814  
Attention: Richard Zeiger**

**II. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

III. **PAYMENT:**

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

IV. **TRAVEL CLAUSE:**

The contractor will not be reimbursed for travel costs under this contract. Travel reimbursement will be paid directly to the individual assigned by contractor upon submittal of an approved Travel Expense Claim, submitted via the CalATERS system that the CDE utilizes.

V. **ESCALATOR CLAUSE:**

This agreement may be amended to cover any increases in salary or benefits for the fiscal year, which are approved and implemented by the contractor's governing board within the Budget Act cap, if any.

VI. **VACATION ACCRUALS:**

The vacation accrual component of the budget is payable at the end of each fiscal year only if accumulated vacation or leave exceeds usage. The contractor shall provide vacation accrual hours to the CDE Contract Monitor. CDE may require the Visiting Educator to take the accrued vacation to the extent possible.

**Exhibit B**  
**Sacramento City Unified School District**  
**Visiting Educator William Ellerbee**  
**Fiscal Year 2014-2015**

		<b>Budget</b>
Monthly Rate		\$13,516.59
Months		<u>12</u>
Salary		162,199.08
Mileage Allowance		4,800.00
<b>Total Salary and Mileage</b>		<b>\$166,999.08</b>
<b>Benefits:</b>		
STRS	9.50%	15,864.91
Unemployment	0.0625%	104.37
Workers Compensation	2.21%	3,690.68
Health & Welfare Annual		310.00
Retiree Surcharge		5,544.00
<b>Total Benefits</b>		<b>\$25,513.96</b>
<b>Salary and Benefits</b>		<b>\$192,513.04</b>
Unpaid Accrued Vacation		18,432.00
<b>Subtotal</b>		<b>\$210,945.04</b>
Indirect Costs	4.51%	9,513.62
<b>Grand Total</b>		<b>\$220,458.66</b>

EXHIBIT D

**SPECIAL TERMS & CONDITIONS**

**I. RESOLUTION OF DISPUTES:**

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

EXHIBIT E

ADDITIONAL PROVISIONS

I. RIGHT TO TERMINATE: rev. 5/07

This agreement may be terminated before the expiration date by either party subject to thirty (30) days written advance notice.

However, the 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 contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.