



**SACRAMENTO
STATE**
and
**University
Enterprises, Inc.**

Research Administration and Contract Administration
California State University, Sacramento
6000 J Street • Hornet Bookstore Bldg. 3400
Sacramento, CA 95819-6111
(916) 278-7565 • Fax (916) 278-6163
www.csus.edu/research

May 1, 2012

Sacramento City Unified School District
Contracts Office
5735 47th Avenue
Sacramento, CA 95824

Re: A12-00093, Bechtel Subcontract

Attached you will find for your records one (1) fully-executed copy of the Subcontract between University Enterprises, Inc., on behalf of California State University, Sacramento, and Sacramento City Unified School District.

Please feel free to contact me if you have any questions. I can be reached at (916) 278-5432 or tammies@uei.csus.edu.

Sincerely,

Tammie B. Singleton
Contract Development Specialist

Enc.

412-00093

SUBCONTRACT BETWEEN
UNIVERSITY ENTERPRISES, INC., on behalf of
CALIFORNIA STATE UNIVERSITY, SACRAMENTO
AND
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

THIS SUBCONTRACT is entered into by and between UNIVERSITY ENTERPRISES, INC. ("UEI"), on behalf of CALIFORNIA STATE UNIVERSITY, SACRAMENTO ("CSUS") and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ("SCUSD").

WHEREAS, UEI, on behalf of CSUS, previously entered into a Grant Agreement with S.D. Bechtel, Jr. Foundation ("Bechtel"), for the purpose of performing the project "Strengthening Science and Mathematics K-8 Teacher Preparation and Induction" ("Project").

WHEREAS, UEI is authorized to enter into subcontracts regarding its performance of responsibilities under the funding cited above.

NOW THEREFORE, in consideration of the monetary consideration set forth herein and of the terms, conditions, and mutual agreements contained herein, the parties hereto agree as follows:

1. STATEMENT OF WORK

SCUSD will recruit no more than 50 participants for the Alternative Induction Program and will assist with the recruitment of no more than 30 students for a content course series associated with the Project. Participants may participate in both AIP and a content course series. Participants will include beginning teachers and early career teachers who may have been recently laid-off in the District or from other districts in the Sacramento Region. SCUSD will also work with the Sacramento Employment and Training Agency so that eligible participants may be screened for support from this agency.

The implementation of the Project will be facilitated by a part-time project director, part-time coordinator and part-time clerical support staff. These staff will work collaboratively to implement all components of the Project.

The Participating Teachers will engage in a broad program of professional development with specific emphases on content knowledge development and pedagogical knowledge development, as specified in the Project proposal. This work will be guided by Support Providers and CSUS instructors.

Settings for the field work associated with the AIP and content courses will be selected by the District, which will also make all arrangements with site leadership, in accordance with Project specifications.

The Participating Teachers and Support Providers will collaboratively engage in guided classroom observations in order to see effective teaching and learning within actual classroom settings by observing effective science and math teachers. When necessary,

the Support Providers will receive substitutes for their classrooms so that they can engage in these meaningful and highly effective experiences.

2. PERIOD

The performance period of this Subcontract is December 2, 2011 through December 31, 2012.

3. REIMBURSEMENT BY UEI

In consideration of the services described in the Scope of Work above, upon invoice from SCUSD, UEI shall reimburse SCUSD for all reasonable, allocable and allowable costs incurred, not to exceed, Two Hundred Thousand dollars (\$200,000), based on the budget provided below:

Item	Cost
Alternative Induction Pathway	
Program Coordinator 0.35 FTE	\$ 31,502
Office Technician 0.15 FTE	8,410
Participant stipends (\$500 x 50)	25,000
Support Providers (\$1500 x 50) plus benefits (\$211 x 50)	85,550
Instructional Materials (\$200 x 50)	10,000
Training and Professional Development Costs (\$285 x 50)	14,250
CTC Credential Application Fee (\$55 x 50)	2,750
Substitute costs for Support Providers (2 x 50 x \$125)	12,500
Subtotal	189,962
Indirect Cost (3.31% of \$189,962)	6,288
Grand Total of Sub-Contract	\$196,250

SCUSD shall invoice in arrears, on a monthly basis, for services rendered. Said invoices shall reference account number 521131. Invoices should be sent to Rani Reddy-Gil.

4. TERMINATION

This agreement may be terminated by either party upon thirty (30) days' written notice to the other. If this agreement is terminated at any time during its term, SCUSD shall be reimbursed for all completed services rendered up to and including its last day of service.

5. INDEPENDENT CONTRACTOR STATUS

The agents of SCUSD who provides the services to UEI as described in Section 1 shall not be an agent or employee of UEI and will not be covered by UEI's workers' compensation insurance or unemployment insurance nor shall such agent be entitled to any other UEI benefit.

6. COPYRIGHT

SCUSD and UEI agree that any copyrightable work(s) developed under this agreement constitutes work(s) made for hire under the United States copyright laws and that all right, title, and interests therein, including copyright, shall vest in UEI. In the event that any such work is determined by a court of competent jurisdiction not to be a work made for hire under the United States copyright laws, or for any other reason does not constitute a work made for hire, UEI by this agreement hereby assigns all right, title, and interest, including copyright, in said work(s) to SCUSD, in perpetuity.

7. INDEMNIFICATION

SCUSD shall defend, indemnify, and hold UEI, its officers, agents, employees, volunteers, the state of California, the trustees of the CSU system, and California State University, Sacramento, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Subcontract Agreement.

UEI shall defend, indemnify, and hold SCUSD, its agents, employees, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Subcontract Agreement.

8. AMERICANS WITH DISABILITIES ACT

SCUSD assured UEI that it complies with the Americans with Disabilities Act (ADA) of 1990, if that act is otherwise applicable. The ADA prohibits discrimination on the basis of disability. (42 U.S.C. 12101 et seq.)

9. RIGHT TO AUDIT

SCUSD shall retain all financial records, including but not limited to documents, reports, books and accounting reports that pertain to any work or transaction performed pursuant to this Subcontract Agreement for a period of three (3) years after final payment under this Subcontract Agreement. UEI, or any duly authorized representative of UEI, shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

10. LIABILITY AND INSURANCE

SCUSD shall maintain in force during the term of this Agreement and all extensions thereof liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SCUSD, its agents, representatives, employees or subcontractors.

11. NOTIFICATION

Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, postage prepaid, or by personal service or as may otherwise be permitted by law, at the following addresses:

DISTRICT
Patricia A. Hagemeyer,
Chief Business Officer
Sacramento Unified School District
P.O. Box 246870
5735 47th Avenue
Sacramento, CA 95824

UEI
Rani Reddy-Gil
Grant Administration Officer
University Enterprises, Inc.
Research Administration
6000 J Street
Sacramento, CA 95819-6111

Either party may change its address by written notice to the other during the term.

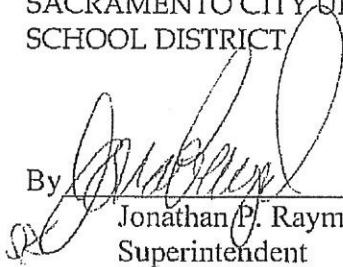
12. APPLICABLE LAW

This agreement shall be construed pursuant to California law.


13. INTEGRATION; AMENDMENT

This agreement contains all the terms agreed upon by both parties and may not be amended except in writing signed by both parties.

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

By 
Jonathan P. Raymond
Superintendent

UNIVERSITY ENTERPRISES, INC.

By 
Monica F. Kauppinen, Director
Contract and Research Administration

Date: April 24, 2012

Date: April 30, 2012