

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: June 7, 2018

Subject: Approval of Grants, Entitlements, and Other Income Agreements

Wallace Kuhl &
Associates
SA18-00581

Target Excellence
SA18-00506

6/18/18 – 7/26/18: Provide expanded learning summer programming at the following sites: Elder Creek and Oak Ridge Elementary Schools and Rosa Parks K-8 School.

\$134,102
After School
Education & Safety
and General
Funds

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0510-422 C.K. McClatchy Tennis Court Overlay
Bids received: May 29, 2018
Recommendation: Award to Sierra National Construction, Inc. for \$139,700
Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
B & M Builders, Inc.	Rancho Cordova, CA	\$263,478
Biondi Paving, Inc.	Sacramento, CA	\$180,950
DRYCO Construction, Inc.	Fremont, CA	\$176,240
Sierra Asphalt, Inc.	Rancho Cordova, CA	\$180,400
Sierra National Construction, Inc.	Carmichael, CA	\$139,700
Western Engineering Contractors, Inc.	Loomis, CA	\$199,650

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Project: Lease-Leaseback Agreement for Hiram Johnson Field Improvements
Recommendation: Approve construction contract with A.M. Stephens Construction
Amount/Funding: \$6,186,221; Measure Q Funds

Project: Lease-Leaseback Agreement for Golden Empire Roof & Asphalt Replacement
Recommendation: Reject bid, one bid received and is over budget
Amount/Funding: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
BRCO Constructors, Inc.	Sacramento, CA	\$2,457,834

Project: Lease-Leaseback Agreement for Ethel Phillips & Woodbine Restrooms
Recommendation: Award to The Boldt Company
Amount/Funding: \$1,592,461; Measure Q Funds

Recent state legislation (AB2316) made significant changes to K-12 lease-leaseback statutes, Education Code §17400 et seq. AB2316 requires a competitive process in selecting the lease-leaseback contractor, and in some cases, authorizes pre-construction services by the same lease-leaseback contractor.

APR 19 2018

California Department of Education
 Fiscal Administrative Services Division
 AO-400 (REV. 09/2014)

OFFICE OF THE SUPERINTENDENT
 Sacramento City Unified School District

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER
José Banda, Superintendent	Menden
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

5735 47th Avenue
 Sacramento, CA 95824 4522
 17 25368 6743 00

Attention	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY
Program Office	Resource Code	Revenue Object Code	
José Banda Office of the Superintendent	6387	8590	34
Telephone			INDEX
916-643-9000			INDEX
Name of Grant Program			
Career Technical Education Incentive Grant			0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$1,290,709.00	0	\$1,290,709.00	0	July 1, 2017	June 30, 2019
CFDA Number	Federal Grant Number	Federal Grant Name		Federal Agency		
N/A	N/A	N/A		N/A		

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AT&T Network Integration Services
Statement of Work Addendum

FOCUS MA 2005081
ECATS 20031031-0532
PCS 20080507-162

AT&T Network

SACRAMENTO COUNTY GOVERNMENT 3	AT&T	Mike McLaughlin

901 G Street
Sacramento, CA 95814
Ed Goldthorpe
916 874 6759
goldthorpeE@sacda.org

One AT&T Way
BedminsBT /CS157CID 22 >>BDC Q 0 sn(nsBT r0 Td ()Tj EMC 5.0P <</MCID 26 >>BDC 0.004 Tc -3

		Engagement Manager Email: ma6499@att.com
CUSTOMER Billing Address		
901 G Street Sacramento, CA 95814 Ed Goldthorpe 916 874 6759 goldthorpeE@sacda.org		

This Statement of Work ("SOW") is an attachment to the contract identified below:

(1) The AT&T Master Agreement with Customer ("Focus agreement")

The AT&T Network Integration Services provided under this SOW shall be governed by the Terms and Conditions of the Focus agreement. To the extent any terms set forth in this SOW conflict with those of the Focus agreement, the terms of this SOW shall prevail with respect to the AT&T Network Integration Services provided hereunder.

This SOW is effective, and incorporated in and made part of the Focus agreement on the latter of the dates when signed by both the Customer and AT&T ("Effective Date").

AGREED:

SACRAMENTO COUNTY GOVERNMENT 3

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED:

AT&T

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

UUID: MA6499

AT&T Network Integration Services
Statement of Work Addendum

2.3 Project Timeline Dates and Service Hours

- a. Start Date: Six (6) calendar weeks after Effective Date of SoW
- b. End Date: Ten (10) Weeks after Effective Date of SoW
- c. Supplier shall provide Services between 7:30 AM and 4:30 PM Pacific Time.

2.4 Project Term

This SOW shall have a Term of Three to Four Weeks ("Term").

2.5 Project Site

The work shall be performed
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
916-643-7400

2.6 Supplier Services and Deliverables:

AT&T Network Integration Services
Statement of Work Addendum

2.11 Installation Schedule

The following estimated schedule was used in creating this SOW.

Installation: Three (3) weeks from effective date of SOW

Maintenance: To commence on project completion date

2.12 Deliverables

Deliverable	Description
Installation	Installation of all necessary components for Sacramento City USD Boardroom Modernization Project, Programming, Engineering for

AT&T Network Integration Services
Statement of Work Addendum

4.1 Supplier Project Management

In support of the Services, Supplier shall assign a project manager to work with the client for the implementation of the provided components. The project manager will be the primary point of contact for installation issues / questions and communicate directly with the client's primary contact for coordination of resources.

4.2 Planning/Coordination

AT&T Network Integration Services
Statement of Work Addendum

- (b) Assign a Single Point of Contact ("SPOC") as the primary interface for the Project Manager to work with during the Project.
- (c) Coordinate appropriate personnel for conference calls, interviews or to provide information as reasonably requested and applicable by AT&T.
- (d) Participate in meetings and arrange for other relevant business unit personnel be reasonably available for such meetings.
- (e) Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information

AT&T Network Integration Services
Statement of Work Addendum

AT&T Network Integration Services
Statement of Work Addendum

AT&T Network Integration Services
Statement of Work Addendum

APPENDIX C: MAINTENANCE AND SUPPORT OVERVIEW

AT&T ~~Voice~~ ~~Support~~
5 - 5 00AMF 00PM PST M
(877) 774-3366
support@e-idsolutions.com
(317) 770-3528 FAX

Warranty, Maintenance, and Support Options

AT&T provides several Service 2alns
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AT&T Network Integration Services
Statement of Work Addendum

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AT&T Network Integration Services
Statement of Work Addendum

2. The Customer should have available information on the specific customer site, building and room name/location, and information on the failed components. The component information should include the type of component, manufacturer, model number, and serial numbers from the Customer acceptance documents.
3. The Customer will provide an on-site contact to assist in diagnostics and troubleshooting. This individual will be identified and contact information provided to the AT&T Helpdesk. The individual will coordinate room availability during normal business hours specified above and provide remote site support with the equipment, serving as both "eyes and hands" for the remote engineers.
4. The Customer will assure AT&T that remote IP access or remote dial access will be available for troubleshooting and diagnostics. It is critical to track and note key network changes and notify AT&T Helpdesk to update our databases.
5. Upon completion of remote testing and diagnostics, the customer may be required to remove the equipment and prepare the equipment for shipment to AT&T

SERVICES AGREEMENT

Date: 10

Place: 51

Parties: 51 &

Recitals:

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ARTICLE 3. PAYMENT.

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ARTICLE 10

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT

WALLACE KUHL & ASSOCIATES

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PROFESSIONAL SERVICES

PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$175.00	per hour
Senior Engineer / Geologist	\$175.00	per hour
Senior Environmental Scientist	\$175.00	per hour
Project Engineer / Geologist	\$145.00	per hour
Project Environmental Scientist	\$145.00	per hour
Senior Staff Engineer / Geologist	\$135.00	per hour
Senior Staff Environmental Scientist	\$135.00	per hour
Staff Engineer / Geologist	\$130.00	per hour
Staff Environmental Scientist	\$130.00	per hour
Senior Environmental Technician	\$105.00	per hour
Senior / Supervising Technician	\$105.00	per hour
Draftsperson / GIS Technician	\$100.00	per hour
Administrative Assistant	\$75.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$175.00	per hour
Thermal Resistivity Testing	\$175.00	per hour
Electrical Resistivity Survey	\$175.00	per hour
Hand Augering/Sampling - Engineer	\$160.00	per hour
Photoionization Detector	\$175.00	per hour
Rebar Location / GPR	\$290.00	per hour

LITIGATION

Data Review/Consultation	\$250.00	per hour
Depositions/Expert Witness Testimony	\$350.00	per hour

EXPENSES

Vehicle Charges (Subject to periodic adjustment due to fuel cost)	\$0.75	per mile
Subsistence	\$60.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$25.00	each
Color photography versions	\$35.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays, and over 8 hrs on Saturday	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.

FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$130.00 /hr.
Batch Plant Inspection	\$100.00 /hr.
CaCl Moisture Emission Test Kit	\$35.00 /kit
CaCl Moisture Emission Testing	\$95.00 /hr.
CLSM/CDF/Slurry Testing	\$95.00 /hr.
Concrete Mix Design Review	\$175.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$100.00 /hr.
Concrete Rebound Number Testing	\$130.00 /hr.
Concrete Trial Batch	\$100.00 /hr.
Floor Flatness Testing	\$130.00 /hr.
High Strength Grout Sampling / Testing	\$100.00 /hr.
Rebar / Post Tension Special Inspection	\$105.00 /hr.
Rebar Location / GPR	\$290.00 /hr.
Rebar Location / Pachometer	\$130.00 /hr.
Rebar Placement Inspection	\$105.00 /hr.
Reinforcing Steel Sampling/Tagging	\$100.00 /hr.
Relative Humidity Testing	\$130.00 /hr.
Shotcrete Special Inspection	\$100.00 /hr.
Transport Cylinders / Samples to Lab	\$100.00 /hr.

CORING

Coring (Technician + equipment)	\$130.00 /hr.
Coring (Technician assistant)	\$100.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$100.00 /hr.
Concrete Anchor Proof Load Testing	\$130.00 /hr.
Concrete Anchor Torque Testing	\$105.00 /hr.
Suspended Ceiling Inspection / Testing	\$130.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$100.00 /hr.
High Strength Bolt Special Inspection	\$105.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$115.00 /hr.
Tower Certified Special Inspector	\$130.00 /hr.
Welding Special Inspection - Field	\$105.00 /hr.
Welding Special Inspection - Shop	\$105.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$155.00 /hr.
In-Place Masonry Shear Testing	\$130.00 /hr.
Masonry Materials Sampling / Testing	\$100.00 /hr.
Masonry Special Inspection	\$100.00 /hr.
Masonry Special Inspection DSA Cert.	\$110.00 /hr.

* Based on hourly rate of Inspection or Testing schedule

** Based on Staff Classification

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$105.00 /hr.
Asphalt Concrete Materials Sampling	\$105.00 /hr.
Building Pad Special Inspection / Testing	\$105.00 /hr.
Deep Foundation Inspection	\$105.00 /hr.
Flatwork AB Inspection / Testing	\$105.00 /hr.
Flatwork Subgrade Inspection / Testing	\$105.00 /hr.
Grading Inspection / Testing	\$105.00 /hr.
Hand Augering and Sampling	\$135.00 /hr.
Pavement AB Inspection / Testing	\$105.00 /hr.
Pavement Subgrade Inspection / Testing	\$105.00 /hr.
Proof Rolling Observation	\$105.00 /hr.
Shallow Foundation Inspection	\$105.00 /hr.
Slab Subgrade Soil Moisture Tests	\$105.00 /hr.
Soil / Aggregate Sampling	\$105.00 /hr.
Soil Treatment Testing / Observation	\$105.00 /hr.
Structure Backfill Inspection / Testing	\$105.00 /hr.
Subgrade Stabilization Observation	\$105.00 /hr.
Utility Trench Backfill Testing	\$105.00 /hr.
WKA Drill Rig (including operator)	\$275.00 /hr.
WKA Drill Rig (helper)	\$105.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$135.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	\$100.00 /hr.
Existing Building Evaluation / Document	\$100.00 /hr.
Existing Building Evaluation / Repair	\$100.00 /hr.
Field Investigate Support	\$100.00 /hr.
Epoxy / FRP Installation Inspection	\$100.00 /hr.
Glulam / Truss Fabrication Inspection	\$100.00 /hr.
Glulam / Truss Inspection Travel	\$75.00 /hr.
GFRC Inspection / Testing	\$100.00 /hr.
Meggar Ground Testing	\$130.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$135.00 /hr.
Prestress Framing Installation	\$100.00 /hr.
Proto Wall Inspection / Testing	\$100.00 /hr.
Roofing Inspection	\$100.00 /hr.
Shear Nailing Inspection	\$100.00 /hr.
Thickness Testing - Coating / Steel	\$130.00 /hr.
Timber Framing / Hardware Inspection	\$100.00 /hr.
Vapor Barrier Inspection	\$100.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Lime-Treated Unconfined Compression	CTM 373	\$785.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$250.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$380.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value - Aggregate	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each

LABORATORY SERVICES

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$75.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$85.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$5.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$100.00	each

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SECOND AMENDMENT

**TO
MASTER SERVICES AND LICENSE AGREEMENT**

[REDACTED]

Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows

**Exhibit B
and Schedule**

Consultant	Payment Terms	Seats Valid from	
Paul Gusman	Program Renewal	Net-30 from 7-21-18	8/30/2018 to 8-29-2019

	Description	Unit Price	Line Total
1	Contract Renewal term is 7-21-2018 to 7-21-2019 1 day onsite Staff training (admin/ mentor,etc.)	\$ 750.00	\$ 750.00

1500	Credit Recovery User Seats (365 day Access)	\$ 179.90	269,850.00
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Seats include menu Courses in the attached CR Catalog

Instruction from Accelerate Education Highly qualified California Cert teachers.
Seats also include enrollment into any Original Credit Course from the attached Catalog. Students can be enrolled in up 4 Semester courses at once.

These enrolments include Content/ Hosting & Support
When a student is enrolled in a course the seat is occupied. When they complete or drop the seat is open again for another student.
Select Courses are also available for an additional \$72 fee per semester/ per Enrollment
*AP Course may have Lab and other fees not included in this quote

190	Semester instruction Carry over from 17-18 for instruction of Original Credit courses
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400	Online Implementation Training for Own It! SEL Program Own it! Online SEL Program Seat Carry over from 17-18. You can replace a student into a seat if the student has not completed
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(b) Except as expressly amended and modified by this Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

ACCELERATE EDUCATION INCORPORATED

By

Name: Michael Axtman
Title: President/CEO
Date:

By

Name
Title:
Date:



9330 Priority Way West Drive
Indianapolis, IN 46240
Phone: 317-208-1700
Toll Free: 1-877-796-6842
Fax: 317-208-2202

PUBLIC EDUCATION AGREEMENT

No:

RENTAL AGREEMENT TERMS AND CONDITIONS

1. OWNERSHIP OF EQUIPMENT. Synovia Solutions, LLC (hereinafter referred to as "Synovia Solutions") provides the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. RENT. The Customer agrees to pay Vendor the rental payment when due.

16. OTHER RIGHTS. 7KH & XVWRPHU DJUHHV WKDW 9HQGRU¶V GHOD\ RU IDLOXUH WR H[HUFLVH at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.
17. ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY. This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.
18. ACH/DIRECT DEBIT. Customer agrees to enroll for automatic payment via direct debit ACH if Payments are less than \$250 per month.

SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services

And

Sacramento Chinese Community Service Center

The Sacramento City Unified School District ("District") and SACRAMENTO CHINESE COMMUNITY SERVICE CENTER collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for the term of "Term" (beginning on "Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage SACRAMENTO CHINESE COMMUNITY SERVICE CENTER

providing summer academic enrichment services to the following sites during summer 2018: Pyramid Elementary, Phoenix Elementary, Pacific Elementary, Peter Burnett Elementary, David Lubin Elementary, Kit Carson Middle, Albert Einstein Middle, Will C Wood Middle, Fern Bacon Middle, California Middle, Hiram Johnson @ West Campus, John F. Kennedy, C.K. Foreman Middle, and

collaboratively with the District to develop, support, coordinate, and implement the **Expanded Learning Summer Program** respectively at the aforementioned sites. This collaboration is essential to keep students engaged in learning opportunities during the summer recessive period, provide students with active and exciting learning opportunities, literacy development, and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District and the Center shall adhere to the scope of services outlined in SCUSD Contract Terms and Conditions.
- B. The Center shall adhere to the scope of services outlined in SCUSD Contract Terms and Conditions.

iii. District shall provide funding pursuant to Paragraph B. below. District shall provide and coordinate the instruction and location of all District managed Summer Matters professional development meetings and trainings. District shall coordinate the convening of all contractors to facilitate staff training and planning and dissemination.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse SACRAMENTO CHINESE COMMUNITY SERVICE CENTER for direct services not to

The final installment shall not be invoiced by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER until the final installment is received by SACRAMENTO CHINESE COMMUNITY SERVICE CENTER. In the event of termination, payment will not be initiated for any services not rendered. provisions of services pursuant to this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall provide documentation of \$70,401 (15%) in-kind match to the District.

CHINESE COMMUNITY SERVICE CENTER shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85%

termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
Expanded Learning Summer Program	Sequoia	\$41,791	158
Expanded Learning Summer Program	Nicholas	\$57,925.50	219
Expanded Learning Summer Program	Kit Carson	\$54,222.50	205
Expanded Learning Summer Program	Albert Einstein	\$26,450	100
Expanded Learning Summer Program	Will C. Wood	\$26,450	100
Expanded Learning Summer Program	Fern Bacon	\$43,378	164
Expanded Learning Summer Program	California Middle	\$30,417.50	115
Expanded Learning Summer Program	Hiram Johnson @West Campus	\$23,000	100
Expanded Learning Summer Program	John F. Kennedy	\$23,000	100
Expanded Learning Summer Program	C.K. McClatchy	\$23,000	100
Expanded Learning Summer Program	Rosemont	\$18,400	80

Total

\$469,338

1824

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER, and its employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICE CENTER 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. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER 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 non-contributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefor, and the premium shall be paid to the District.

E. Background Check. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER agrees that any employee it provides to District shall be subject to the background check requirements set forth in the California Code of Regulations.

SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints taken and who will have direct contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services to the District.

SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall advise the District immediately if any employee who has been cleared by the DOJ for employment with the District is arrested for a crime listed in Section 45122.1 of the California Education Code.

SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall within 24 hours notify District of such a subsequent arrest notification of an employee who has been cleared by the DOJ for employment with the District.

California Education Code. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall notify the District if any previous employee has been disqualified. Failure to adhere to the terms of this provision is cause for termination of the agreement.

F. Confidentiality. District and Party shall maintain the confidentiality of all records received from the Party, including student records pursuant to FERPA, 20 U.S.C. 1221g, and California Education Code Section 49000. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly issued subpoena or otherwise, said Party shall direct the request to the data owner with such the requestor's name and address.

addressing and consent, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of or in connection with disclosure of such confidential records.

G. Period of Agreement. The term of this Agreement shall be from June 18, 2018 through July 31, 2019. The District must terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) event by the Contractor exposing the District to liability to the Contractor makes a general assignment for the benefit of its creditors, or a similar action, or account of the Contractor's insolvency.

The (10) day period for service of such notice, the condition or violation shall cease or 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 Contract, the excess cost shall be paid and collected from the Contractor. The foregoing provisions are in addition to and do not constitute a limitation of any other rights or remedies the other party or no later than three days after the day of mailing, whichever is sooner.

Indemnity. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER agrees to hold harmless and hold harmless the District and its district staff, assigns, trustees, officers, employees, and agents related to this Agreement. SACRAMENTO CHINESE COMMUNITY SERVICE CENTER has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including direct or indirect) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability caused by the District and/or its successors.

The indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

Severability. If any provision of this Agreement is held to be contrary to law by final legislative act of a court of competent jurisdiction, the provision shall be deemed null and void, but all other provisions will continue in full force and effect.

J. 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

jurisdiction over the subject matter of this Agreement. This Agreement shall constitute a waiver of immunity to suit by the District.

K. Assignment. This Agreement shall be binding on SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and the District and any attempted assignment by them or their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between SACRAMENTO CHINESE COMMUNITY SERVICE CENTER and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever with respect to the same subject matter. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By:

Gerardo Castillo

Date

Sacramento City Unified School District

SACRAMENTO CHINESE COMMUNITY SERVICE CENTER:

Authorized Signature

Date

Print Name: Henry Kloczkowski

Title: Executive Director

Attachment B

District Expectations for Expanded Learning Programs

The following standards are set forth to establish clear communication between the District staff and contracted Expanded Learning Program Providers regarding District expectations.

Service Providers will:

1. Provide a Learning manual, including, but not limited to:

- a. Requirements for safety
- b. Communication Protocol

- c. Program hours requirement: 6 hours a day, 27 hours per week for summer program
- d. District Disciplinary Protocol

e. Field Trip requirements

2. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times.

- a. Clean program space and equipment
- b. Safe program space including playground
- c. Clear program rules and expectations

3. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:

- a. All communications will be communicated in a timely manner
- b. All communications with parents via newsletters, phone calls, e-mails, etc.
- c. Checking Expanded Learning website regularly

4. Program staff will conduct themselves in a professional manner at all times by being:

- a. Respectful of all students and staff
- b. Engaging and fun
- c. Encouraging student interest and include student voice in the selection of projects, assignments, and make adjustments when necessary to ensure continued student engagement

5. In order to support academic achievement, Service Providers/staff should:

- a. Have a general knowledge of the academic standing of their students in their program
- b. Align Expanded Learning program to the instructional part of the day
- c. Meet with summer school administrator and teachers regularly
- d. Be a part of the summer school culture

6. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:

- a. Creating opportunities for youth led activities and service learning

d. Incorporating social-emotional learning

o. Program Managers will conduct site visits, observations utilizing the Expanded Learning Walk. They form in order to provide feedback to site staff.

o. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.

AGREEMENT FOR SUMMER SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

And
Target Excellence

D Payment For provision of services pursuant to this Agreement and meeting required

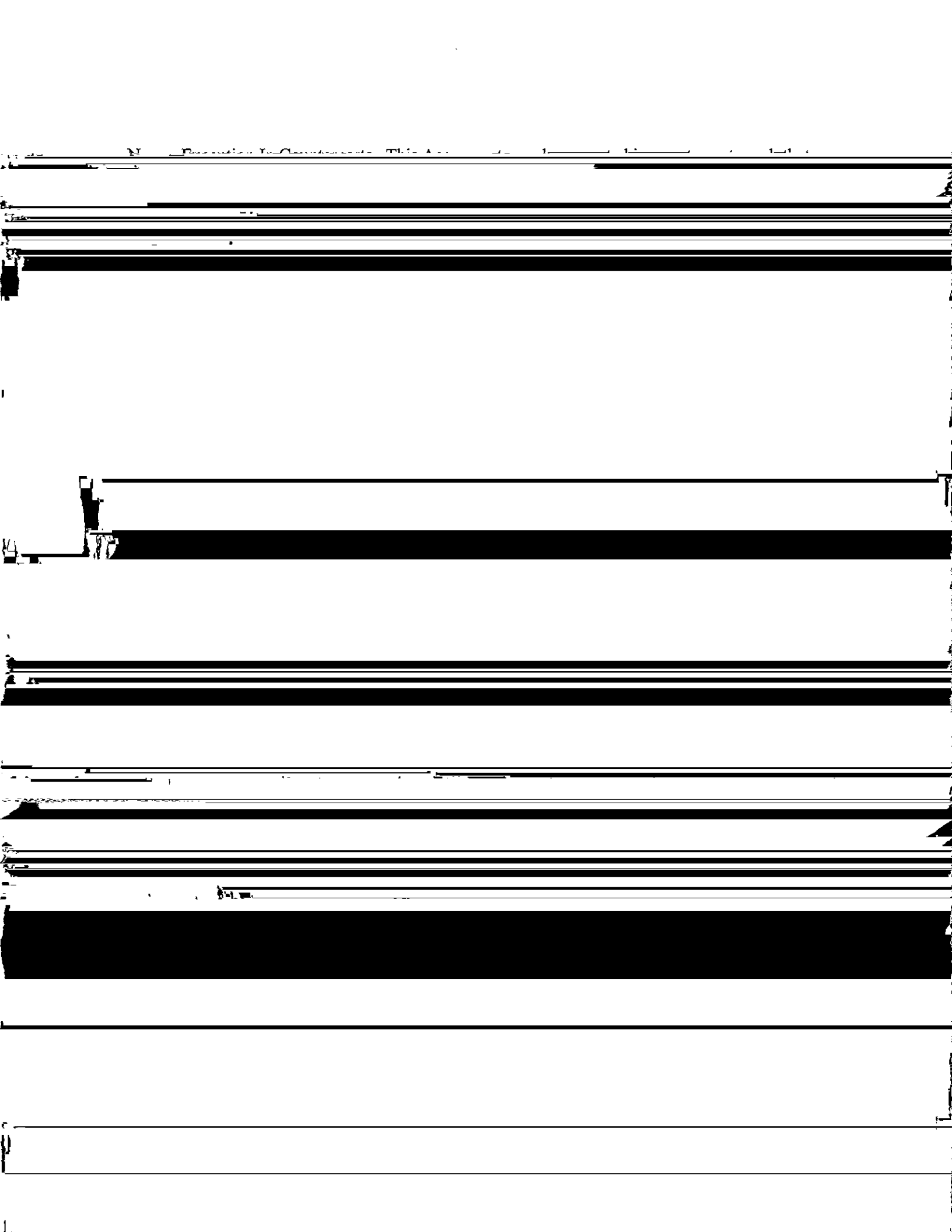
attendance target or at minimum 95% of required target. District shall reimburse TARGET

E. Fingerprinting Requirements. TARGET EXCELLENCE agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, TARGET EXCELLENCE shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the

DO NOT SIGN BELOW THIS LINE. TARGET EXCELLENCE 11/14

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.

H. Indemnity. TARGET EXCELLENCE agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs.



**Sacramento City Unified School District and TARGET EXCELLENCE:
Expanded Learning Summer Program Scope of Services**

Attachment A

1. Provide professional development for all staff members.

2. Provide evaluation and/or survey of projects as required.
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum

order to provide feedback to their staff.

9. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the