



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: July 19, 2012

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

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

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion – Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>CAREER AND TECHNICAL PREPARATION</u>		
A13-00004 California Department of Education	7/1/12 – 6/30/13: Carl Perkins Career and Technical Education Grant. Funding to support the academic achievement of career and technical education students, and strengthen the connections between secondary and post-secondary education. Programs of study focus on current and emerging occupational opportunities.	\$468,350 No match
A13-00005 Sacramento County Office of Education	7/1/12 – 6/30/13: Funding for Career and Technical instructional programs for high school students participating in Regional Occupational Programs (ROP). Approximately 2,300 high school students are enrolled in 90 sections of ROP. Classes are located at nine district high schools. Courses include: Construction Technology, Visual Communications, Digital Media, Automotive Technology, Culinary, Computer Aided Design and Drafting, Medical Careers and Early Childhood Development. ROP classes are open to all SCUSD high school students. ROP funds will provide 20 full time equivalent teacher positions, instructional materials, and equipment for courses.	\$1,917,630 Income Contract
<u>CHILD DEVELOPMENT</u>		
A13-00001 California Department of Education	7/1/12 – 6/30/13: State Preschool Program Contract and Resolution No. 2713, Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2012/13. Part- and full-day preschool programs are comprehensive, developmental programs for three to five-year-old children from low-income families. Programs emphasize parent education and encourage parent involvement. Activities are developmentally, culturally, and linguistically appropriate for the children served. Programs also provide meals or snacks to children, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day.	\$4,474,602 Reimbursement Agreement
A13-00002 California Department of Education	7/1/12 – 6/30/13: Pre-kindergarten and Family Literacy Program Contract and Resolution No. 2714, Certifying Approval of the Governing Board to Enter into Transactions with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2012/13. Contract provides funding for supplemental support for interactive literacy activities for children and families. Funds will be used for materials for the “Raising a Reader” program at	\$15,000 Reimbursement Agreement

Ethel Phillips, Fr. Keith B. Kenny, John Sloat, Mark Hopkins, Oak Ridge, and Susan B. Anthony elementary schools. "Raising a Reader" program provides preschool families with books each week to read. Supplemental support includes district and community resources for adult literacy and information on the importance of reading with children.

A13-00008
California Department
of Education

7/1/12 – 6/30/15: Award of Facilities Renovation Repair (FRR) funds. These funds provide assistance in efforts to maintain healthy, safe and accessible environments for children in state subsidized child care and development programs.

\$150,000
No Match

INTEGRATED SUPPORT SERVICES

A13-00003
Substance Abuse and
Mental Health Services
Administration

9/30/12 – 9/29/15: Implementing the Good Behavior Game Grant. This grant targets all students in first and second grades at five high-risk elementary schools: Abraham Lincoln, A.M. Winn, Ethel I. Baker and Pacific. The Good Behavior Game is an evidence-based, teacher-invented strategy that will work to combat student behavioral problems. Expected results are a positive school climate and improved immediate and lifetime developmental outcomes for students.

\$295,037
No Match

YOUTH DEVELOPMENT

A06-00797.1
California Department
of Education

7/1/13 – 6/30-14: One year extension of Tobacco Use Prevention Education Program Grant for Grades Six through Twelve. Cohort F Tobacco Use Prevention Education (TUPE) is a three year program funded by CDE through a competitive grant process. The program will operate from July 1, 2010 through June 30, 2014. The TUPE program provides student centered instruction and programs for grades six through twelve, including tobacco-specific student instruction; positive youth development; alcohol, tobacco, and other drug (ATOD) assemblies and programs; and prevention, intervention and cessation tobacco programs.

\$389,052
No match

Although the program is open to all students in grades six through twelve, the district has designated African American students and pregnant and parenting minors as priority populations at risk of use, abuse, and lack of awareness of the dangers and harm of tobacco and other drug use. The program will also engage students, staff, teachers, and administrators in trainings, programs, and awareness events.

The overall goals of the program are to: 1) Reduce the number of students who smoke or have smoked in the last 30 days, 2) Provide awareness and education to the general student population on the dangers and harms of tobacco, alcohol, and other drugs, and 3) Build capacity within the schools by providing teachers with training and

tools to imbed ATOD prevention into classroom lessons. The district will secure partners to assist implementing TUPE district-wide.

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACCOUNTABILITY OFFICE</u>		
SA13-00034 K12 Virtual Schools, LLC	<p>7/1/12 – 6/30/13: K12/Aventa online learning curriculum and enrolled user licenses for high school credit recovery courses at Success Academy, Sacramento Accelerated Academy and other high school sites. This program targets at-risk students seeking an alternative approach to high school graduation. For the 2012/13 school year, Success Academy will serve up to 60 students and have access to the middle school curriculum for instruction, intervention and enrichment. Sacramento Accelerated Academy will have 360 seats for high school students who are participating in credit recovery coursework while working towards graduation and/or transitioning themselves back into the comprehensive high schools.</p> <p>American Legion and the 9/10 Academy will have 100 seats available to them to supplement and support the traditional classroom instruction and learning. Alternative and Continuing Education will serve a small population of students above the age of 18 while using the online curriculum; and 100 seats in the online curriculum will be exclusively dedicated towards Adult Education. The remainder of the seats will be divided up amongst the comprehensive and small high schools who will be able to access the curriculum to do lower level, on-site credit recovery and enrichment.</p> <p>Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing students the opportunity to access a 21st Century education using on-line curriculum that is relevant, rigorous, and well-rounded.</p>	\$381,485 Title I Funds
SA13-00053 Riverside Publishing	<p>7/1/12 – 9/30/13: License Agreement renewal for Data and Assessment Management System (Data Director). Internet based assessment tools for data integration including demographics, classroom assessments and standardized tests. Data Director allows the district to compare multiple sets of data in order to identify needed interventions, develop enhanced curricula, and drive the academic achievement of all students. Classroom teachers may use Data Director to “drill down” to the student, standard and strand level in examining data; historical data for each student is also available. Educators may aggregate and utilize data from multiple sources and formats, and then compare and refine those data sets to see achievement gaps, areas for improvement, and student successes. Fees are based on K-12 enrollment plus two</p>	\$130,335 Economic Impact Aid Funds

charter schools electing these services at \$2.90 per student for the contract period.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by utilizing rigorous, holistic assessments to measure ongoing student progress.

HUMAN RESOURCES

CN120205 California Department of Education	7/1/12 – 6/30/14: 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 Nine (9) of initial two year agreement.</i>	\$413,642 Reimbursement Agreement
---	---	---

Strategic Plan: Aligns with Pillar III, Organizational Transformation, by training and supporting a capable and diverse workforce.

CN120206 California Department of Education	7/1/12 – 6/30/14: Visiting Educator Agreement provides the services of Deborah Sigman to the Curriculum, Learning and Accountability 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 Eight (8) of initial two year agreement.</i>	\$403,242 Reimbursement Agreement
---	--	---

Strategic Plan: Aligns with Pillar III, Organizational Transformation, by training and supporting a capable and diverse workforce.

CN120216 California Department of Education	7/1/12 – 12/31/13: Visiting Educator Agreement provides the services of Mary Prather to the P-16 Policy and Information Branch of the California Department of Education in the capacity of Education Administrator. The employee will be responsible for providing assistance to the Deputy Superintendent to promote the vision, leadership, technical assistance and direction for the development and implementation of a statewide educational strategy for the California Department of Education. <i>Year Three (3) of initial two year agreement.</i>	\$237,119 Reimbursement Agreement
---	---	---

Strategic Plan: Aligns with Pillar III, Organizational Transformation, by training and supporting a capable and diverse workforce.

INTEGRATED SUPPORT SERVICES

A13-00006 County of Sacramento, Department of Human Assistance	7/1/12 - 6/30/15: Agreement and Resolution No. 2711 naming authorized persons to negotiate and execute said Agreement. County of Sacramento will provide CalWORKS program at Healthy Start/Family Resource Centers located	\$0
---	--	-----

at A.M. Winn, Bret Harte, Earl Warren, John Bidwell, John Still, Oak Ridge and Pacific Elementary Schools; Rosa Parks Middle School; C.K. McClatchy and Hiram Johnson High Schools; and The Connect Center. Families will have access to services and resources available in the community (education, job training, health services and referrals, and basic needs.) Program will also provide prevention strategies for family issues that can interfere with student learning and family functioning.

Strategic Plan: Aligns with Pillar II, Family and Community Engagement by ensuring that schools will become an integral hub of community life and provide families access to resources. Continues a strategic partnership with the County that benefits our students and families.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Camellia Basic Elementary Charles A Jones – Skill Center Matsuyama Elementary Oak Ridge Elementary Rosa Parks Middle School Tahoe Elementary Theodore Judah Elementary	None	Recycle
Office Equipment	Rosa Parks Middle School	None	Recycle
Audio/Visual Equipment	Camellia Basic Elementary Rosa Parks Middle School Charles A Jones – Skill Center	None	Recycle

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

- Bid No. 701-0010 Lease-Leaseback Agreement for A.M. Winn Parking Lot Project
Results and recommendations will be available at Board meeting.

- Bid No. 701-0095 Lease-Leaseback Agreement for Earl Warren Playground Project
Results and recommendations will be available at Board meeting.

- Bid No. 702-0144 Lease-Leaseback Agreement for Hubert Bancroft Parking Lot Project
Results and recommendations will be available at Board meeting.

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Seward L. Schreder Construction, Inc.	PC11-700-0004-00144, Portable Moves at Alice Birney K-8 Waldorf School and Hubert Bancroft Elementary School. DSA #02-112007 and #02-112008	June 1, 2012

SA13 · 00034



Company Address 2300 Corporate Park Drive
Herndon, VA 20171
US

Created Date 6/5/2012
Expiration Date 6/8/2012
Quote Number 00001631

Prepared By Andrew Ehrenfeld
Phone (415) 939-2960
E-mail dehrenfeld@k12.com

Contact Name Brandon Yung
Phone (916) 433-2927
Email brandon-yung@sac-city.k12.ca.us

Bill To Name Sacramento City Unified S D
Bill To 5735 47TH AVE.
SACRAMENTO, CA 95824

Ship To Name Sacramento City Unified S D
Ship To 5735 47TH AVE.
Sacramento, CA 95824

Product	Product Description	Sales Price	Quantity	Total Price
Aventa Enrolled User Block	Promotional block of 10 enrolled users for one year. Content and hosting included. Once a student is finished taking courses, a new student can begin taking courses. Entire Aventa catalog available, with the exception of Premium electives. Instruction included for credit recovery only (with student hotline). For world languages, clients can select Middlebury courses that are available on Blackboard, as well as Aventa World Language Courses.	\$1,800.00	140.00	\$252,000.00
Aventa Instruction 9-12 Standard	Aventa Instructor support for 9-12. Per Semester Course. Not to be used with AP.	\$155.00	833.00	\$129,115.00
Aventa Standard Instruction 6-12	Aventa instruction for non-AP (standard) High School and Middle School courses; per course, per semester (0.5 credit)	\$175.00	1.00	\$175.00
Aventa AP Instruction	Aventa instruction for AP courses; per course, per semester (0.5 credit)	\$195.00	1.00	\$195.00

Grand Total \$381,485.00

ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Online Educational Products and Services Order (this "Order"), dated as of June 6, 2012 (the "Order Effective Date"), is between Sacramento City Unified School District 5735 47th Avenue, Sacramento, CA 95824 ("Customer") and K12 Virtual Schools LLC ("K12"), 2300 Corporate Park Drive, Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.k12.com/online-educational-products-services-agreement-terms> on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms.

I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

_____ (signature) _____ (date)

Patricia A. Hagemeyer (print name) Chief Business Office (title)

Accepted by K12:

_____ (signature) _____ (date)

_____ (print name) _____ (title)

1. Period. Select one:

Subscription June 30, 2012 through June 29, 2013 and is not applicable to a renewal period.

2. Territory. Students currently enrolled in a brick and mortar school within Sacramento City Unified School District, CA.

3. Description of Educational Products. Customer will be provided the Educational Products specified in this Order.

Aventa Original Credit and Credit Recovery Courses (Grades 6 – 12).

The available Aventa licensed online educational courseware. Aventa may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. All materials, assessments, and teacher guides provided directly by Aventa are included.

Courses-only for students (not eligible for recruitment or administrator professional development)

4. Description of Services. Customer will be provided the following Services under this Order:

Aventa Hosting Solution:

The set-up, configuration and hosting of the applicable courseware for the delivery of Aventa courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

5. Description of Other Related Products

RESERVED

6. **Fees.** For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

Aventa Enrolled User Pricing (Q4 Promo): (Includes Content and Hosting)

140 Blocks at \$1,800 per Block of 10 Reusable Enrolled User Licenses. Each "Enrolled User License" allows a single student to be enrolled into multiple Aventa courses (0.5 credits each). All courses in the standard Aventa catalog (including Credit Recovery courses), and Middlebury Interactive Language Competency and Non-Honors Fluency courses are available under this license with the exception of courses designated as "Premium Electives". Instruction by Aventa or Middlebury Interactive Teachers is not included but may be added as needed for an additional charge as indicated below. Enrolled User Licenses are valid for one year from date of purchase. When a student drops or completes all course(s) and surrenders their license, that Enrolled User License may be reassigned to another student to take the same or different courses. Customer may at its option purchase additional Enrolled User Licenses by submitting a purchase order or written authorization to Aventa indicating the number of additional Enrolled User Licenses desired. The term of these subsequent Enrolled User Licenses shall also be one year from the date of purchase. **The cost of Instruction for **Credit Recovery Courses only** is included in the Aventa Enrolled User Pricing (Q4 Promo).*

Customer may prepay for Instructional Units at \$155.00 for Aventa Teacher Support for grades 6 – 12 per semester course for non-AP courses. Discount requires a minimum pre-payment of 300 instructional units at \$155 for a total of \$46,500.00. Additional Instructional units may be purchased at the standard prices listed below.

Additional Optional Services:

Aventa Instruction:

\$195.00 Aventa Teacher support for 6-12. Per Semester Course for AP courses
 \$175.00 Aventa Teacher support for 6-12. Per Semester Course for non-AP courses
**Aventa Instruction for Credit Recovery Courses –included in Enrolled User Pricing*

Aventa Training

Online Teacher Training: 2 Hour Virtual Session

Billed at setup. No refunds, credits or cancellations are allowed.
 \$250.00 per two hour session (6-8 hours recommended)

In-Person Teacher Training: 1 Day Onsite

Billed at setup. No refunds, credits or cancellations are allowed.
 \$2,500 per day

Online Mentor Training: 2 Hour Virtual Session (Required for Customer's Purchasing Aventa Credit Recovery)

Billed at setup. No refunds, credits or cancellations are allowed.
 \$250.00 per two hour session

In-Person Mentor Training: 1 Day Onsite

Billed at setup. No refunds, credits or cancellations are allowed.
 \$2,500 per day



RIVERSIDE PUBLISHING
a subsidiary of Houghton Mifflin Harcourt
LICENSE AGREEMENT
FOR
DATA AND ASSESSMENT MANAGEMENT SYSTEM

THIS LICENSE AGREEMENT (the "Agreement"), dated as of July 1, 2012 (the "Effective Date"), is made and entered into by and between The Riverside Publishing Company, a Delaware corporation with its principal place of business at 3800 Golf Road, Suite 200, Rolling Meadows, Illinois 60008-4015 ("Riverside"), and Sacramento City Unified School District with a principal place of business at 5735 47th Avenue, Sacramento, California 95824-4528 ("Sacramento City USD"). This Agreement supersedes The Agreement between the parties dated April 10, 2009 (the "Prior Agreement").

RECITALS

- i. Riverside offers suites of Internet based assessment and instructional tools (collectively, the "Data and Assessment Management Systems", referred to hereinafter individually as a "Data and Assessment System"), which are accessible through sites owned or operated by Riverside and its affiliates (the "Riverside Sites");
- ii. The parties desire to establish a relationship whereby Sacramento City USD licenses and uses a Data and Assessment System.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Riverside and Sacramento City USD hereby agree as follows:

1. Data and Assessment System Components and Services

A. Data and Assessment System. Sacramento City USD will be granted a license as described in Section 2 for the following components of the DataDirector Data and Assessment System:

DataDirector System Components	Included ?
Module	Yes
DataScanner Software	No

Riverside may also enable Sacramento City USD to utilize other functionality in the Data and Assessment System, as well as any additional content or software of Riverside or its licensors ("Additional Content"), in all cases only when authorized pursuant to an Addendum or Schedule hereto.

Standards are state specific and common core standards for the following subject areas only: Math, Reading, Science, and Social Studies. Riverside may load additional standards, where available, only when authorized pursuant to an Addendum or Schedule hereto and at an additional cost.

B. Riverside Services. Riverside will provide Sacramento City USD with the support, planning, training and data integration services as applicable set forth on Addendum 3.

2. Grant of License.

A. License. Subject to the terms and conditions of this Agreement, Riverside hereby grants to Sacramento City USD a non-exclusive, non-transferable license to use the DataDirector Data and Assessment System and any Additional Content according to Riverside's directions and specifications (the "License") included in the documentation for the DataDirector Data and Assessment System and Additional Content (collectively, the "Riverside Materials").

B. License Limitations. All rights not specifically granted to Sacramento City USD under this Agreement are retained by Riverside and its licensors. The parties understand and agree that this License does not include any right to and Sacramento City USD shall not sell or sublicense Riverside Materials, services or documentation in whole or in part, to any third party or contest Riverside's and its licensors' rights to the Riverside Materials or related services or documentation.

3. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue for one (1) year and three (3) months unless terminated earlier as expressly provided herein. Following that date, this Agreement will renew automatically at the price determined under Section 4D for successive one-year periods (each a "Renewal Term"; collectively with the Initial Term, the "Term") unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. Should Sacramento City USD seek to renew or reinstate the license after such termination, Sacramento City USD shall no longer be entitled to receive the Fees set forth below.

4. Fees. In consideration of the licenses and services provided hereunder, Sacramento City USD shall pay Riverside the following fees (collectively, "Fees"):

A. Annual License Fee to Riverside. Sacramento City USD shall pay to Riverside the annual license fee ("License Fee") described and calculated as set forth under Addendum 2. In the event the calculation of the License Fee is less than the amount of Five Thousand Dollars (\$5,000.00), the minimum license fee ("Minimum Fee") shall be Five Thousand Dollars (\$5,000.00). Subject to an additional License Fee, additional students or services may be added by executing an Additional Services Order Form.

Term Period	
Term 8	7/1/2012 – 9/30/2013

B. Timing. The License Fee for the first time period shall be paid no later than thirty (30) days following the Effective Date of this Agreement. All future License Fees will be paid not later than thirty (30) days following the beginning of the applicable time period.

C. Other Fees. Sacramento City USD shall pay to Riverside the fees described under Addendum 2 or any subsequent addenda with regard to services to be provided by Riverside ("Other Fees") for each of the schools listed in Addendum 1, in accordance with the payment schedules set forth on Addendum 2.

D. Renewal Pricing. For each Renewal Term, the per student annual License Fee shall be increased by 5% over the License Fee applicable to the immediately preceding Initial Term or Renewal Term.

5. Scanning Devices. Riverside does not supply scanners to use with the Data and Assessment System. Sacramento City USD is responsible for purchasing and installing scanners compatible with the DataDirector. Riverside will provide Sacramento City USD with the model numbers of compatible scanners and instructions for installing DataScanner™.

6. District Obligations. Sacramento City USD agrees to make itself reasonably available for on site visits and telephone calls with prospective clients about Sacramento City USD's use of and experience with the Data and Assessment System. Sacramento City USD agrees to grant Riverside the right to make reasonable use of Sacramento City USD's name in appropriate locations on its website and other marketing material.

7. Cancellation Fees; No Set-Off. In the event Sacramento City USD provides written notice to Riverside to cancel the License before the first anniversary of the Effective Date, a fee of Three Thousand Dollars (\$3,000.00) (a "Cancellation Fee") shall be due and payable within thirty (30) days of the date of the notice of cancellation. In addition to the Cancellation Fee, Sacramento City USD shall be responsible for any expenses incurred by Riverside up to the date of the cancellation. Such Cancellation Fee shall also be applicable in the event Sacramento City USD does not provide timely notice of non-renewal as set forth in Section 3 above. Except as expressly provided in this Agreement, all Fees are nonrefundable and Sacramento City USD may not charge back to Riverside or make any set-offs or deductions relating to this Agreement or any other Agreement between Riverside and Sacramento City USD.

8. Riverside Technical and Customer Support and Training. Riverside shall provide initial on-site training to Sacramento City USD, as further described on Addendum 3, at the fees set forth on such Addendum 3. Riverside shall provide the customer support and services designated on Addendum 2, as further described on Addendum 3, to a limited number of members of Sacramento City USD specified by Sacramento City USD who have participated in Riverside's training session(s) provided hereunder. Riverside shall provide Data Integration services to Sacramento City USD, as further described on Addendum 3.

DataDirector permits authorized users to export Sacramento City USD data in particular formats, a current list of which is available from Riverside. Riverside does not perform custom data export or extraction services; Sacramento City USD is responsible for exporting and extracting any data that it wishes to use outside of DataDirector.

9. Availability of the Data and Assessment System. Riverside may experience website outages where the Data and Assessment System cannot be accessed. Riverside will use reasonable efforts to make the Data and Assessment System available 24 hours per day, 7 days per week, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that Sacramento City USD reports to Riverside.

10. Passwords and Security. Riverside will provide to Sacramento City USD, if needed, a user name and password for every user of the Data and Assessment System. Users of the Data and Assessment System will be Sacramento City USD administration and teachers ("Permitted Users"). Sacramento City USD agrees at all times to maintain the confidentiality of all of its user names and passwords. Sacramento City USD agrees not to permit a third party other than Permitted Users to use the Data and Assessment System through its license. If there is any unauthorized use or access of any of Sacramento City USD's accounts, Sacramento City USD must immediately notify Riverside of the security breach by email to: info@achievedata.com.

11. Ownership Rights.

A. Riverside's Ownership Rights. Riverside or its licensors own all right, title and interest in and to (i) the Riverside Materials, including the Data and Assessment System and any other software or content licensed hereunder, and the underlying methodology, software and the copyrightable structure of the organization thereof; (ii) any derivative works of the Riverside Materials; (iii) the Riverside Sites, and the underlying methodology and the copyrightable structure of the organization and presentation of the Site provided by Riverside; and (iv) all Riverside trademarks and other intellectual property incorporated therein. DataDirector and the DataDirector logo are trademarks of Riverside; other trademarks are the property of their respective owners.

B. Sacramento City USD's Ownership Rights. Sacramento City USD owns all right, title and interest in and to Sacramento City USD's user information and student data, which includes, but is not limited to, student names, student demographic information, student assessment data from in-class, district benchmark and state tests, school and district names and data, district standards, teacher names, course names and data. Additionally, Sacramento City USD owns all right, title and interest in and to tests, test items, and item banks created solely by Sacramento City USD without incorporation of any Additional Content.

12. Representations and Warranties. Each party represents and warrants that (a) it is authorized, empowered, and able to enter into and fully perform its obligations under this Agreement; (b) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or contribute a default under any agreement to which it is a party; and (c) it will comply with all applicable laws, regulations and code, of any governmental authority of competent jurisdiction in its performance of its obligations or exercise of its right under this Agreement.

13. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (INCLUDING FOR THE PURPOSES OF THIS SECTION

13, RIVERSIDE'S AFFILIATES AND LICENSORS) BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT OR BREACH HEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS; PROVIDED THAT THE FOREGOING DOES NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY; (C) BODILY INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (D) INDEMNIFICATION OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES TO THE OTHER PARTY ARISING FROM THIS AGREEMENT OR FOR BREACH HEREOF IN EXCESS OF THE AMOUNTS PAID OR DUE TO RIVERSIDE UNDER SECTION 4 IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTIONS 2(B) OR 17 BUT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF REPRESENTATIVES OF EITHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Indemnification.

A. Indemnification by Riverside. Riverside agrees to indemnify, defend, and hold Sacramento City USD, its officials, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to any claim that the Data and Assessment System infringes a United States patent in existence as of the date of the applicable delivery order, or a copyright or a trade secret of any third party. Riverside will defend such claim at its expense and will pay any costs or damages that may finally be awarded against Sacramento City USD. Notwithstanding the foregoing, Riverside shall have no liability to Sacramento City USD, however, if the claim of infringement is caused by (1) Sacramento City USD's misuse or modification of the Data and Assessment System; (2) Sacramento City USD's failure to use corrections or enhancements provided to Sacramento City USD by Riverside; (3) Sacramento City USD's distribution, marketing or use of the Data and Assessment System for the benefit of parties other than Sacramento City USD; (4) information, direction, specification or materials provided by Sacramento City USD; or (5) the combination of the Data and Assessment System with non-Riverside products or services. If the Data and Assessment System or any component thereof is, or in Riverside's opinion is likely to be held to be infringing, Riverside shall at its expense and option either (a) procure the right for Sacramento City USD to continue using it, (b) replace or modify it with a non-infringing equivalent that has no material adverse effect on the performance required by Sacramento City USD, or (c) terminate the license to the allegedly infringing component. The foregoing remedies constitute Sacramento City USD's sole and exclusive remedies and Riverside's entire liability with respect to infringement. The foregoing indemnity is conditioned upon: prompt written notice by Sacramento City USD of any claim, action or demand for which indemnity is claimed; complete control of the defense and settlement thereof by Riverside; and such reasonable cooperation by the Sacramento City USD in the defense as Riverside may request.

B. Indemnification by Sacramento City USD. Sacramento City USD shall indemnify, defend, and hold Riverside, its affiliates, officers, directors, shareholders, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to (1) Sacramento City USD's misuse or modification of the Data and Assessment System; (2) Sacramento City USD's failure to use corrections or enhancements provided to Sacramento City USD by Riverside; (3) Sacramento City USD's distribution, marketing or use of the Data and Assessment System for the benefit of parties other than Sacramento City USD; (4) information, direction, specification or materials provided by Sacramento City USD; or (5) the combination of the Data and Assessment System with non-Riverside products or services. The foregoing indemnity is conditioned upon prompt written notice by Riverside of any claim, action or demand for which indemnity is claimed.

15. Choice of Law. This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state.

16. Press Releases. The parties may jointly prepare press releases concerning the existence of this Agreement and the terms hereof, in a format mutually agreed to by the parties.

17. Confidentiality. The parties may treat this and all agreements entered into by and between the parties as public data, subject to the following:

A. Disclosure of Confidential Information. Notwithstanding the foregoing, however, during the Term of this Agreement and thereafter, each party will use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

B. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" refers to student records, trade secrets, business plans, strategies, methods and/or practices, and any other information relating to either party or its business that is not generally known to the public, including but not limited to information about either party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

C. Student Records. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Sacramento City USD; provided, however, Riverside may use and disclose such information (including without limitation demographic information and assessment results data) in an aggregate format where data concerning individual students, teachers, schools or districts may not be identified or derived.

18. Termination.

A. Mutual Termination Provisions. Subject to Sacramento City USD's right to terminate this Agreement following the one-year or two-year anniversary of the Effective Date, either party may terminate this Agreement (a) if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; or (b) upon the occurrence of a material breach of a material provision by the other party if such breach is not cured within thirty (30) days after written notice is received by the breaching party identifying the matter constituting the material breach.

B. Effect of Termination. Upon the expiration or earlier termination of this Agreement, the parties shall immediately cease exercising any of the rights granted pursuant to this Agreement other than those that survive beyond this Agreement as stated below in Section 25. Except as provided in Section 25, all rights granted herein to each party shall immediately upon the expiration or earlier termination of this Agreement revert in full to the granting party. Nothing contained herein shall limit any other remedies that

either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to any expiration or termination of this Agreement.

19. Relationship of Parties. Sacramento City USD and Riverside are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

20. Assignment, Binding Effect. Neither Riverside nor Sacramento City USD may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported assignment by either party other than as provided above shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of each party.

21. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

22. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address stated above. Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

23. Force Majeure. Neither party shall be liable for any delays or other failures to perform resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, website outages, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

24. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be considered original signatures.

25. Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 11-15, and 17-28, and any accrued but unpaid payment obligations.

26. Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

27. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

28. U.S. Government Restricted Rights. The Data and Assessment System, and Riverside materials are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Data and Assessment System and Riverside materials, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

IN WITNESS WHEREOF, Riverside and Sacramento City USD have signed and executed this Agreement on the Effective Date by their authorized representatives, in duplicate.

THE RIVERSIDE PUBLISHING COMPANY, Licensors	Sacramento City Unified School District, Licensee
By: _____	By: <u>Mary Shelton</u>
Printed Name: _____	Printed Name: <u>Mary Shelton</u>
Title: _____	Title: <u>Chief Accountability Officer</u>
Date: _____	Date: <u>June 13, 2012</u>

By: _____
Patricia A. Hagemeyer
Chief Business Officer

Date: _____

[SIGNATURE PAGE TO RIVERSIDE PUBLISHING AGREEMENT]

**ADDENDUM 2
FEE CALCULATION**

Product	Product Code	Quantity	Unit Price	Total Price	Billing Frequency
DATA DIRECTOR (50) - RENEW	0000000 0000106 1343	44,943	\$2.90	\$130,334.70	Annually recurring fee.
Term 8 Total				\$130,334.70	

ADDENDUM 3
DATA AND ASSESSMENT SYSTEM – DATADIRECTOR
CUSTOMER AND TECHNICAL SUPPORT AND SERVICES
SCHEDULE A
CUSTOMER SUPPORT AND SERVICES

Riverside provides access to the following Customer Services. Standard services are included in the License Fee and include:

- Customer Service – Professional support team available to DataDirector users via internet, telephone or e-mail from 7:00 am to 7:00 pm CST, Monday through Friday, excluding holidays.
- DataDirector Data Integration Services – Initial Customer setup and data loading, ongoing roster and demographic updates, and customer support for data-related questions. See Schedule B for detailed information on Data Integration service levels.
- Access to DataDirector's Implementation and Training team to review best practice strategies and implementation plans for implementing a data and assessment management program and driving instructional change.

Certain specialized services are available at a fixed price paid at inception (as detailed in Addendum 2). Additional services can be purchased at Riverside's then-current rate through the execution of an Additional Services Order Form. These services include, but are not limited to:

Additional training sessions can be purchased as needed through the DataDirector Director of Implementation and Training.

The following policies apply to Riverside Customer Services:

Training Cancellation

- Customer will be charged one-half (½) the amount of training fees for any training session cancelled within five (5) business days of the scheduled training.

ADDENDUM 4

Sacramento City USD

CONTACT INFORMATION

Please fill in the names and contact information below, so that the Riverside Client Services team can contact appropriate members of your district. If contact is the same for multiple functions, please just write "same as above".

Main Implementation Contact(s)	
This is the person who will be the default contact for our Account Manager to talk to about general implementation and rollout of the DataDirector System.	
Name	Melody Hartman
Title	Coordinator III
Phone	916.643.9056
Email	melody-hartman@scusd.edu

Training Contact(s)	
This is the person who will be the contact for our Account Manager to talk to about planning who will be trained and organizing and scheduling these trainings.	
Name	Melody Hartman
Title	Coordinator III
Phone	916.643.9056
Email	melody-hartman@scusd.edu

Assessment Data Contact(s)	
This is the person who will be the default contact for our Data Services Team to talk to about getting the electronic data from your State tests.	
Name	Mao Vang
Title	Director - Assessment, Research & Evaluation
Phone	916.643.9420
Email	mao-vang@scusd.edu

Student Information System Contact(s)	
This is the person who will be the default contact for our Data Services Team to talk to about getting your Roster Files initially and ongoing for Roster Updates.	
Name	Tuan Ly
Title	Data Base Administrator
Phone	916-643-9220
Email	tuan-ly@scusd.edu

Purchasing Contact(s)	
This is the person who will be the default contact for our Client Services Team to talk to about billing and payment issues.	
Name	Stella Gonsalves
Title	Research Assistant
Phone	916.643.9420
Email	stellago@scusd.edu

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

Flurbe

AGREEMENT NUMBER CN120205
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, 2012 through June 30, 2014

3. The maximum amount of this Agreement is: \$ 413,642.16
 Four Hundred Thirteen Thousand Six Hundred Forty-Two Dollars and Sixteen 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*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
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		
ADDRESS 5735 47 th 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, Personnel Services Division		
ADDRESS 1430 N Street, Room 1802, Sacramento, CA 95814		

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 19050.8) to provide professional assistance (SPB 427) to meet compelling management needs.

II. PROJECT MONITORS:

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

The contractor assigns **Kimberly Teague, 916-643-2464** as contractor project monitor to oversee this project. Said monitor is not authorized by the state 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, 2012
BETWEEN THE STATE OF CALIFORNIA AND
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR EMPLOYEE ASSIGNMENT

Under the provision 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 47th Avenue
Sacramento, CA 95824

to the California Department of Education (hereafter 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 the 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, learning support and partnerships, nutrition services, school facilities planning, 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 Sacramento City Unified School District for the employee's salary 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 California 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

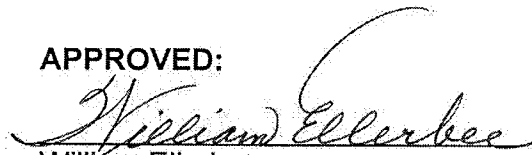
During the period of this assignment, the employee will be assigned responsibilities equivalent to the level of Deputy Superintendent of Public Instruction. The rules and policies of both the CDE and of the State of California governing standards of conduct shall apply to the employee.

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.

VI. TERMS OF CONTRACT

This contract will commence on July 1, 2012 and will terminate on June 30, 2014. This contract may be terminated before the expiration date by either party with a thirty day written advance notice.

APPROVED:


William Ellerbee

DATE:

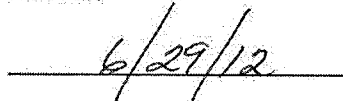


EXHIBIT B

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** 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:

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.

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.

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 2012 - 2013	Fiscal Year 2013 - 2014
		Budget	Budget
Monthly Rate		\$13,122.92	\$13,122.92
Months		12	12
		<u>\$157,475.04</u>	<u>157,475.04</u>
Mileage Allowance		4,800.00	4,800.00
Total Salary		\$162,275.04	\$162,275.04
Benefits:			
STRS	8.25%	13,387.69	13,387.69
Unemployment	1.61%	2,612.63	2,612.63
Workers Compensation	1.88%	3,050.77	3,050.77
Health & Welfare Annual		309.00	309.00
Retiree Surcharge		5,496.00	6,046.00
Total Benefits		\$24,856.09	\$25,406.09
Salary and Benefits		\$187,131.13	\$187,681.13
5 Furlough Days		-3,947.13	0.00
22 Days Unpaid Accrued Vacation		16,010.00	16,010.00
Subtotal		\$199,194.00	\$203,691.13
Indirect Costs	2.67%	5,318.48	5,438.55
Total by Fiscal Year		\$204,512.48	\$209,129.68
Grand Total			\$413,642.16

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.

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

Sigman

AGREEMENT NUMBER CN120206
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, 2012 through June 30, 2014

3. The maximum amount of this Agreement is: \$ 403,241.61
 Four Hundred Three Thousand Two Hundred Forty-One Dollars and Sixty-One 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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.


CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
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		
ADDRESS 5735 47 th 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, Personnel Services Division		
ADDRESS 1430 N Street, Room 1802, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor will provide the services of Deborah Sigman to the District, School and Innovation Branch. This is an Interjurisdictional Exchange (IJE) Assignment (GC 19050.8) to provide professional assistance (SPB Rule 427) to meet compelling management needs.

II. PROJECT MONITORS:

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

The contractor assigns **Kimberly Teague, 916-643-2464** as contractor project monitor to oversee this project. Said monitor is not authorized by the state 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, 2012
BETWEEN THE STATE OF CALIFORNIA AND
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR EMPLOYEE ASSIGNMENT

Under the provision 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: Deborah Sigman
Local Education Agency: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

to the California Department of Education (hereafter referred to as CDE), District, School, and Innovation 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 assessment, accountability, 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 of Public Instruction for the District, School, and Innovation Branch. Deborah Sigman brings to that function expertise in a wide range of program areas. Her 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 of Public Instruction for the District, School, and Innovation 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 California Department of Education with particular focus on programs including statewide student assessment, school and district interventions, state and federal accountability, collection and reporting of educational data, and charter schools;
- (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 Sacramento City Unified School District for the employee's salary 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 Deborah Sigman directly for all travel expenses incurred, through the CDE's California 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 Deborah Sigman to the CDE during this contract period shall not affect her status and rights as an employee of the Sacramento City Unified School District, and she 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. Deborah Sigman 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

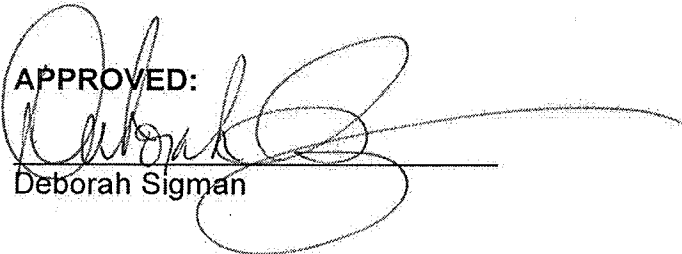
During the period of this assignment, the employee will be assigned responsibilities equivalent to the level of Deputy Superintendent of Public Instruction. The rules and policies of both the CDE and of the State of California governing standards of conduct shall apply to the employee.

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.

VI. TERMS OF CONTRACT

This contract will commence on July 1, 2012 and will terminate on June 30, 2014. This contract may be terminated before the expiration date by either party with a thirty day written advance notice.

APPROVED:


Deborah Sigman

DATE:



Exhibit B
Sacramento City Unified School District
Visiting Educator Deborah Sigman

		Fiscal Year 2012 - 2013 Budget	Fiscal Year 2013 - 2014 Budget
Monthly Rate		\$11,956.35	\$11,956.35
Months		12	12
Total Salary		\$143,476.20	\$143,476.20
Benefits:			
PERS	11.417%	16,380.68	16,380.68
Unemployment	1.61%	2,309.97	2,309.97
Workers Compensation	1.88%	2,697.35	2,697.35
Medicare	1.45%	2,080.40	2,080.40
Social Security	6.20%	8,895.52	8,895.52
Health and Welfare		309.00	309.00
Retiree Surcharge		5,496.00	6,046.00
PERS Reduction	1.603%	2,299.92	2,299.92
Total Benefits		\$40,468.84	\$41,018.84
Salary and Benefits		\$183,945.04	\$184,495.04
5 Furlough Days		-3,995.04	0.00
22 Days Unpaid Accrued Vacation		14,155.00	14,155.00
Subtotal		\$194,105.00	\$198,650.04
Indirect Costs	2.67%	5,182.61	5,303.96
Total by Fiscal Year		\$199,287.61	\$203,954.00
Grand Total			\$403,241.61

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** 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:

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.

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.

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 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.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

Kramer

AGREEMENT NUMBER CN120216
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, 2012 through December 31, 2013

3. The maximum amount of this Agreement is: \$ 237,118.54
 Two Hundred Thirty-Seven Thousand One Hundred Eighteen Dollars and Fifty-Four 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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
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		
ADDRESS 5735 47 th 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, Personnel Services Division		
ADDRESS 1430 N Street, Room 1802, Sacramento, CA 95814		

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The contractor will provide the services of Mary Prather to the State Board of Education Liaison Office. This is an Interjurisdictional Exchange (IJE) Assignment (GC 19050.8) to provide professional assistance (SPB 427) to meet compelling management needs.

II. PROJECT MONITORS:

The CDE assigns **Michelle Zumot, 916-323-6920** as state project monitor to oversee this project. Said monitor is not authorized by the state to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The contractor assigns **Kimberly Teague, 916-643-2464** as contractor project monitor to oversee this project. Said monitor is not authorized by the state 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, 2012
BETWEEN THE STATE OF CALIFORNIA AND THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

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: Mary Prather

Local Education Agency: Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

to the California Department of Education (hereinafter referred to as CDE), State Board of Education Liaison Office, Office of the Chief Deputy Superintendent, under the following terms, conditions and policies:

I. JUSTIFICATION FOR ASSIGNMENT

This contract constitutes a plan to assign an employee of a local education agency to the CDE in the area of administrative responsibilities at the state level, while drawing upon employee's knowledge of local school district operations. In that role, she will be influencing statewide educational policy.

This assignment will benefit both governmental jurisdictions in two ways:

- (1) 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 to support the administration of State Board of Education Liaison Office. 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 the CDE requires an Education Administrator for the State Board of Education Liaison Office. Mary Prather brings to that function expertise in a wide range of program areas. Her skills and knowledge of program and policy administration will enable the Chief Deputy Superintendent of Public Instruction to more effectively support the State Superintendent of Public Instruction and, in turn, serve the children of California.

II. POSITION DATA AND SUPERVISION

The employee will be assigned to the position of Education Administrator for the State Board of Education Liaison Office located at 1430 N Street, Suite 5602, Sacramento, California. The employee will receive direct supervision from the Chief Deputy Superintendent of Public Instruction. Generally, the employee will be responsible for:

- (1) providing assistance to the Chief Deputy Superintendent to promote the vision, leadership, technical assistance and direction for the development and implementation of a statewide educational strategy for the California Department of Education;
- (2) representing and speaking for the Chief Deputy Superintendent as directed, including to the State Board of Education and other boards and commissions;
- (3) directing the development and preparation of educational work products related to the State Superintendent of Public Instruction's educational reform agenda with particular emphasis on closing the academic achievement gap;
- (4) formulating strategies and policies necessary for the development and implementation of large-scale projects; and
- (5) providing administrative support and oversight for the operation of the State Board of Education Liaison Office including the preparation of policy analysis and budget documents, oversight of work products and budgets for the Office at the direction of the Chief Deputy Superintendent, preparation of personnel documents, and monitoring contractual activities of Office projects.

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, fringe and contributions to the State Teachers Retirement System, unemployment and workers' compensation programs. Vacation leave accruals will be taken within the contract period.

The CDE will reimburse Mary Prather directly for all travel expenses incurred, through the CDE's Travel Expense Claim, 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 Mary Prather to the CDE during this contract period shall not affect her status and rights as an employee of the Sacramento City Unified School District, and she 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. Mary Prather 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 Education Administrator for the State Board of Education Liaison Office. The rules and policies of both the CDE and of the State of California governing standards of conduct shall apply to the employee.

Amendments to extend the services of a Visiting Educator assignment will be contingent upon the completion of a written annual evaluation of the employee's performance in this assignment.

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.

VI. TERM OF CONTRACT

This contract will commence on July 1, 2012 and will terminate on December 31, 2013. This contract may be terminated before the expiration date by either party with a thirty day written advance notice.

APPROVED:

Mary Prather

Date: _____

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** 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: Michelle Zumot**

II. BUDGET CONTINGENCY CLAUSE:

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.

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.

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 Mary Prather

	Fiscal Year 2012 - 2013 Budget	Fiscal Year 2013 - 2014 Budget
Monthly Rate	\$10,209.84	\$10,209.84
Months	12	6
	<u>\$122,518.08</u>	<u>61,259.04</u>
Mileage Allowance		
Total Salary	\$122,518.08	\$61,259.04
Benefits:		
STRS	8.25% 10,107.75	5,053.87
Unemployment	1.61% 1,972.55	986.27
Workers Compensation	1.88% 2,303.34	1,151.67
Medicare	1.45% 1,776.52	888.26
Health & Welfare Annual	309.00	155.00
Retiree Surcharge	5,496.00	3,023.00
Total Benefits	\$21,965.16	\$11,258.07
Salary and Benefits	\$144,483.24	\$72,517.11
5 Furlough Days	-4,179.24	0.00
22 Days Unpaid Accrued Vacation	12,087.00	6,044.00
Subtotal	\$152,391.00	\$78,561.11
Indirect Costs	2.67% 4,068.84	2,097.59
Total by Fiscal Year	\$156,459.84	\$80,658.70
Grand Total		\$237,118.54

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.

ALB - 00006

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July 2012, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public agency, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the Department of Human Assistance seeks to provide needed services to children and families in Sacramento County; and

WHEREAS, the CONTRACTOR and the Department of Human Assistance administer programs to children and families in Sacramento County, and

WHEREAS, the Department of Human Assistance, hereinafter referred to as "DHA", is the COUNTY's welfare department; and

WHEREAS, the responsibility to administer the CalWORKs program is delegated to county welfare departments; and

WHEREAS, COUNTY desires to extend certain services to Sacramento County recipients participating in the CalWORKs program by contracting with CONTRACTOR; and

WHEREAS, CONTRACTOR desires to have COUNTY provide such services at its Healthy Start/Family Resource Center sites; and

WHEREAS, the Board of Supervisors authorized the DIRECTOR of DHA to enter into the AGREEMENT on behalf of COUNTY by resolution No. 2012-____; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2015.

II. SERVICE LOCATION(S)

Pacific Elementary School
6201 – 41st Street
Sacramento, CA 95823

John Still Elementary School
2200 John Still Drive
Sacramento, CA 95822

A. M. Winn Elementary School
3351 Explorer Drive
Sacramento, CA 95827

Earl Warren Elementary School
5420 Lowell Street
Sacramento, CA 95820

Hiram Johnson High School
6879 14th Street
Sacramento, CA 95820

John Bidwell Elementary School
1730 65th Avenue
Sacramento, CA 95822

Rosa Parks Middle School
2250 68th Avenue
Sacramento, CA 95822

C.K. McClatchy High School
3066 Freeport Blvd.
Sacramento, CA 95818

Bret Harte Elementary School
2751 9th Avenue
Sacramento, CA 95818

Oak Ridge Elementary School
4501 Martin Luther King Jr. Blvd.
Sacramento, CA 95817

Serna Administrative Center
The Connect Center
5735 47th Avenue
Sacramento, CA 95824

III. PROGRAM DESCRIPTION

This Agreement establishes the terms and conditions governing placement of Department of Human Assistance (DHA) Human Services Specialists in CONTRACTOR's Healthy Start/Family Resources Centers in Sacramento County. Placement of DHA staff directly at Healthy Start/Family Resource Centers has been shown to improve outcomes of educational achievement, economic self-sufficiency and independence for children and families in Sacramento County. Placement of DHA Human Service Specialists in the Healthy Start/Family Resource Centers strengthens families by helping them:

- Access the services and resources available in the community (education, job training, health services and referrals, and basic needs).
- Integrate these services with school district/community services.
- Provide prevention strategies for family issues that can interfere with student learning and family functioning.

IV. COUNTY AND CONTRACTOR RESPONSIBILITIES

A. COUNTY shall:

1. Based on available staff and funding, provide the services of a Human Service Specialist to CONTRACTOR at each of the Healthy Start/Family Resource Center sites listed in Section II. Due to current staffing levels and budget, not all Health Start/Family Resource sites will have an onsite Human Services Specialist.

If COUNTY is unable to provide an onsite Human Services Specialist or must remove a previously placed onsite Human Services Specialist, the COUNTY, when possible, will identify a Human Services Specialist responsible for the caseload of each Healthy Start Site and when possible, said Human Services Specialist will be located at the nearest County Department of Human Assistance office.

2. Supervise and evaluate Human Service Specialists providing services to Healthy Start/Family Resource Centers.
3. Provide technical equipment (computer workstation, modem) to access County network when Human Services Specialist is located at a Healthy Start/Family Resource Center.
4. Provide basic office supplies, ergonomic chair, wrist rest and adjustable keyboard, if appropriate for use by the Human Services Specialist.

5. Screen families to determine potential eligibility for any of the public assistance programs administered by the COUNTY and manage continuing caseload for these programs.
6. Assess applicants and recipients to the extent determined by COUNTY to help them realize personal independence, self-care and self-maintenance within their capabilities. Such assessments may include, but is not limited to, the need for home visits, emergency housing, school attendance and truancy related issues, job training.

B. CONTRACTOR shall provide:

1. Adequate, dedicated office space at Healthy Start/Family Resource Center for the Human Services Specialist(s) that is available and accessible throughout the calendar year.
2. General office space for public access to Human Service Specialist(s).
3. General office equipment (e.g., fax and duplicating machines) for Human Service Specialist(s) use.
4. A dedicated electrical outlet, including monthly charges.
5. A dedicated data line, including monthly charges.
6. A telephone and telephone line, including monthly charges.
7. General office furniture to include a desk, case shelving, form storage, side chair and bookcase.
8. On-site guidance and supervision of Human Service Specialist(s).
9. Custodial services.
10. General office support as available (i.e., logging in clients, providing paperwork, collection of paperwork, copying materials for clients/workers, support of parent privacy in meeting with Human Service Specialists).
11. A plan for security and accessibility for COUNTY staff including a sign in/sign out plan.
12. Reports to the COUNTY as needed.
13. A Healthy Start Coordinator to assist in identifying potential families to be served at the site.

C. COUNTY AND CONTRACTOR shall:

1. Work together to maintain the caseload at the Healthy Start Site. COUNTY and the CONTRACTOR's Healthy Start Coordinator will meet when said caseload:
 - Is less than 100% Healthy Start families, or
 - Is less than the caseload size assigned by COUNTY
2. When the caseload falls below the caseload size assigned by the COUNTY, CONTRACTOR agrees the caseload gap may be filled with families who do not have children attending school at the Healthy Start site.
3. Identify needs for and participate in ongoing training with each party's staff in such areas as identification of resources, medical issues, public assistance programs, and school district's regularly scheduled annual or monthly meetings.

V. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
 Department of Human Assistance
 2433 Marconi Avenue
 Sacramento, California 95821

TO CONTRACTOR

Jonathan P. Raymond, Superintendent
 Sacramento City Unified School District
 5735 – 47th Avenue
 Sacramento, CA 95824

Either party may change the address to which subsequent notice and/or other communications can be sent by giving prior written notice designating a change of address to the other party, which shall be effective upon receipt.

All administrative and program site address changes must be reported in writing to the Contracts Unit Manager at 2433 Marconi Avenue, Sacramento, CA 95821 at least 90 days prior to the change.

VI. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

VII. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VIII. CONFIDENTIALITY

A. Personally Identifiable Information (PII) is information directly obtained in the course of performing an administrative function on behalf of a welfare program, such as determining eligibility, that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, address, social security number, date of birth, driver's license number or identification number. PII may be electronic or on paper.

B. As required by State and Federal laws and regulations, including California Welfare and Institutions Code Section 10850 and Division 19-000 of the State Department of Social Services manual of Policies and Procedures, CONTRACTOR is required to safeguard PII and not publish or disclose, use or permit, or cause to be published, disclosed, or used, any PII pertaining to an applicant or recipient for any purpose not directly connected with the administration of public social services. Access to this PII is restricted to only those staff who need the PII to perform their official duties as specified in this contract.

C. CONTRACTOR must use all reasonable measures to prevent non-authorized personnel and visitors from accessing, controlling, or viewing this PII.

D. CONTRACTOR staff are not to access their own public assistance records, nor the records of friends, family, acquaintances, co-workers, or tenants for any reason.

E. CONTRACTOR agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state law is a misdemeanor.

IX. SECURITY

A. CONTRACTOR staff for whom CalWIN accounts or other DHA accounts are requested must be 18 years or older and must first comply with the following: pass a California State Department of Justice security clearance, complete the DHA security training, sign the DHA Staff Statement of Confidentiality (DHA form SC63), and sign the DHA security agreement (DHA form SC1170).

B. CONTRACTOR shall ensure that data containing PII is used and stored in an area that is physically safe from access by unauthorized persons during working hours and non-working

hours. Such data must not be removed from the premises except for routine business purposes. Such data shall not be left unattended at any time in vehicles or airplanes and in checked baggage on commercial airplanes.

- C. CONTRACTOR shall dispose of paper documents containing PII through confidential means, such as cross cut shredding and pulverizing.
- D. CONTRACTOR shall ensure that only the minimum amount of PII is downloaded onto systems, electronic equipment, and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, when absolutely necessary for current business purposes.
- E. CONTRACTOR shall ensure that all PII is wiped from systems, electronic equipment, and media when the data is no longer legally required.
- F. CONTRACTOR shall ensure that all e-mails that include PII that are sent outside of its e-mail environment are sent via an encrypted method using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.
- G. CONTRACTOR shall ensure that all computers, laptops, notebooks, and other systems that process and/or store PII have commercial third-party anti-virus software installed and that such software is updated when new anti-virus definitions or software releases are available.
- H. CONTRACTOR shall ensure that all electronic equipment and media, such as computers, laptops, notebooks, hard drives, flash drives, CDs/DVDs, that contain PII are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution.

X. IN THE EVENT OF PII INCIDENTS

- A. Incidents include actual or suspected intrusion, loss or unauthorized use or disclosure of PII.
- B. In the event of an incident, CONTRACTOR shall immediately, no later than within 24 hours, notify the COUNTY by telephone call or e-mail. Telephone 916 875-3610 or e-mail DHA-ISO@saccounty.net. CONTRACTOR shall provide a description of the incident, including date, time, and location; numbers of documents, files, and records; names of all clients affected; description of the PII and its source; type of system, equipment, or media affected; description of how the data was physically stored, contained, or packaged; names of persons involved; probable causes; corrective actions taken or planned; if the incident was reported to law enforcement, the law enforcement report number; and any other details about the incident as requested by COUNTY.
- C. In the event of an incident, if requested by COUNTY, CONTRACTOR shall immediately, for the purpose of reviewing compromised PII:
 - Allow COUNTY to access and review the content of CONTRACTOR's systems, equipment, and media affected by the incident.
 - Provide to the COUNTY copies of electronic documents and records containing PII that resided on CONTRACTOR's systems, equipment, or media at the time of the incident.

XI. GOOD NEIGHBOR POLICY

Not applicable to this Agreement.

XII. NONDISCRIMINATION IN EMPLOYMENT, SERVICE, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or in the operation of its program, allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, volunteers and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and volunteers from and against any guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XIII. MUTUAL INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, losses, liabilities, damages and costs, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by the negligence or intentional acts or omissions of CONTRACTOR, its officers, directors, agents, employees, subcontractors, or volunteers.

COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, employees, subcontractors, and volunteers from and against any and all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY's Board of Supervisors, officers, directors, agents, employees, subcontractors, or volunteers.

It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and COUNTY's Board of Supervisors and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative 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 the fault of that party, its officers, directors, agents, employees, volunteers, and COUNTY's Board of Supervisors and CONTRACTOR's subcontractors.

XIV. INSURANCE

Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of

self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

XV. EQUIPMENT OWNERSHIP

All equipment purchased by COUNTY or CONTRACTOR shall remain the property of the purchasing party.

XVI. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XVII. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XVIII. COMPENSATION

There is no compensation under this Agreement. This Agreement is for in-kind services only.

XIX. ASSIGNMENT

This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XX. AMENDMENT AND WAIVER

Pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

XXI. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXII. TIME

Time is of the essence of this Agreement.

XXIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXIV. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Human Assistance or his/her designee.

XXV. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXVI. TERMINATION

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. Either party may terminate this Agreement for cause immediately upon giving written notice to the other party should the other party materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. If notice of termination for cause is given and it is later determined that the other party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or for any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by County as a result of mid-year budget reductions.

XXVII. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXVIII. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of reports submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any services under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

Should any findings be noted in the audit report, CONTRACTOR must submit an action plan with the audit report detailing how the finding will be addressed. Federal regulations require all findings to be corrected within six months after receipt of the audit report.

XXIX. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior Agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXX. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application: to this end the terms and conditions of this Agreement are declared severable.

XXXI. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXIV. AUTHORITY TO EXECUTE

Each person executing the Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO
a political subdivision of the State of California

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a public agency

By _____
Paul G. Lake, Director
Department of Human Assistance or
Designee as per S.C.C. 2.61.012(h)

By _____
Patricia A. Hagemeyer
Title Chief Business Officer

Date _____

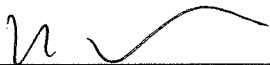
Date _____

94-6002491
Employer Tax Identification Number

“COUNTY”

“CONTRACTOR”

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY COUNTY COUNSEL

By: 

Date: 6/5/18