SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: December 4, 2014

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Other Agreements
2. Approval of Declared Surplus Materials and Equipment
3.

NOTICES OF COMPLETION – FACILITIES PROJECTS

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

Contractor	Project	Completion Date
Abide Builders	Outdoor Learning Center at School of Engineering & Sciences, DSA #02-113097	

completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than $1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such terminatemeTBT-2(ontra)520(of m)-8(a)g(mi)-3(na)4(te)]TJETBT1(sa)3(ti)-3(sf

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18. Extraction of data from public employer compensation plans, questionnaires, reliable published surveys
19. Consolidation of data from all sources and calculation of prevailing rates for benchmark jobs
20. Collection of longevity pay details from comparator cities, for comparison to current practices
21. rates and practices
22. designees

Compensation Plan Development

23. project leaders
24. Assig

PROJECT APPROACH AND METHODOLOGY

conduct of a classification and compensation study.

A. OBJECTIVES OF THE PROJECT

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

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

B. SCOPE OF THE PROJECT

The project could include: a management and employee communication plan; partnership designee(s); occupational, organizational, and operational familiarization; Position Analysis Questionnaire (PAQ) and job analysis for included classifications; worksite job information

- We may find that a job class is overly broad and encompasses several job activities which are regarded with significant salary difference in the D

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

a. Optional Approach A – FES System – We will train a task force of representative District employees in the adaptation of the ***FES*** point-factor job content evaluation system to th
benchmark of job classes, conduct QC reviews, and evaluate the remaining job classes within the relative job worth structure established by the task force. We can provide the District with manual or automated versions of this system.

b. Optional Approach B – Custom Designed System for the District – We will train and guide a task force of representative District employees in the design of a point-factor system of job content eval
values, and proceed as in Approach A. We can provide the District with an automated version of the system once it has been developed with the task force.

E. COMPREHENSIVE AND SUSTAINABLE COMPENSATION PLAN

1. District Involvement in Compensation Plan Development

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

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

2. Comprehensive Compensation Survey

We do not subscribe to or recommend the use of databases or data warehouses used or hosted comparators and build a custom survey database to ensure accuracy and completeness,

a. Data Collection Protocol
leaders to determine which salary data elements to include, such as:

Base Salary Information

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

ailing rates and practices of other relevant employers.

5. Compensation Competitiveness Policy

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

6. Salary Plan Structure Development

F. FINAL REPORTS AND PRESENTATIONS

1. Draft and Final Report Preparation

for review and critique, including the classification plan, FLSA designations, compensation market data, salary comparison tables, fiscal estimates, salary range listings, and implementation procedures. We will incorporate their critique into the development of a

2. Final Report Presentations

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

3. EZ COMP™ Program Installation

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

4. Implementation Warranty

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

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4. ***EZ COMP™*** training for key District and Executive Staff.

5. ***Initial Year's Implementation Warranty Support*** we will analyze, evaluate, classify,

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

[redacted]

AGREEMENT NUMBER

[redacted]

CN140269
REGISTRATION NUMBER

[redacted]

California Department of Education

[redacted]

SCOPE OF WORK

EXHIBIT A

I.

The contractor will provide the services of William Ellerbee to the Student Support and Sp Servi Br . Th Interjurisdictional Exchange (IJE) Assignment (GC

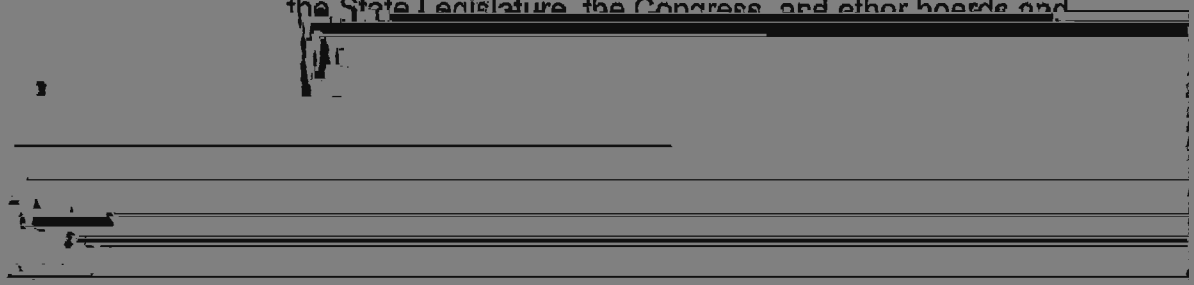
MEMORANDUM OF UNDERSTANDING

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

Under the provisions of Government Code Section 19050.8 and State Personnel Board

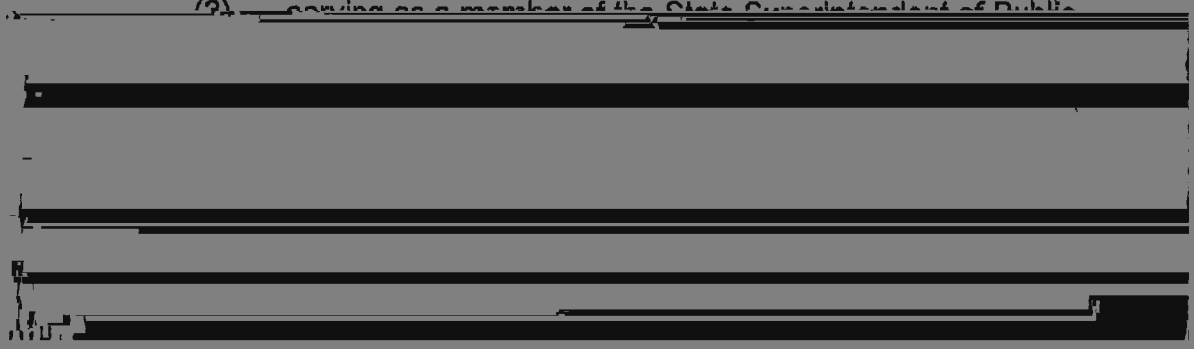
(1) Providing vision, leadership, technical assistance and direction for the development and implementation of a statewide educational strategy for the CDE with particular focus on special services and support including special education, coordinated student support, nutrition services, and oversight of CDE-operated State Special Schools and Diagnostic Centers;

(2) representing and speaking for the State Superintendent of Public Instruction as directed, including to the State Board of Education, the State Legislature, the Congress, and other boards and



commissions;

(3) serving as a member of the State Superintendent of Public



Instruction's Executive Cabinet, providing leadership in the development and approval of statewide educational and

The CDE will reimburse William Ellerbee directly for all travel expenses incurred, through the CDE's Automated Travel Expense Reimbursement System, while

For travel purposes, the employee's headquarters will be designated as 1430 N

Street, Sacramento, California.

IV. RIGHTS AND BENEFITS

The employment of William Ellerbee to the CDE during this contract period shall

Sacramento City Unified School District
CDE Agreement No. CN140269

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

[redacted]

For se s satisfactorily red, and upon re t and app invo , the

[redacted]

Sacramento City Unified School District

[redacted]

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

		Budget
[redacted]		
Months		12
Salary		162,199.08
Mileage Allowance		4,800.00
Total Salary and Mileage		**$166,999.08**
[redacted]		
STRS	9.50%	15,864.91
Unemployment	0.0625%	104.37
Workers Compensation	2.21%	3,690.68
Health & Welfare Annual		310.00
[redacted]		
Total Benefits		**$25,513.96**
Salary and Benefits		**$192,513.04**
Unpaid Accrued Vacation		18,432.00
Subtotal		**$210,945.04**
[redacted]		

EXHIBIT D

SPECIAL TERMS & CONDITIONS

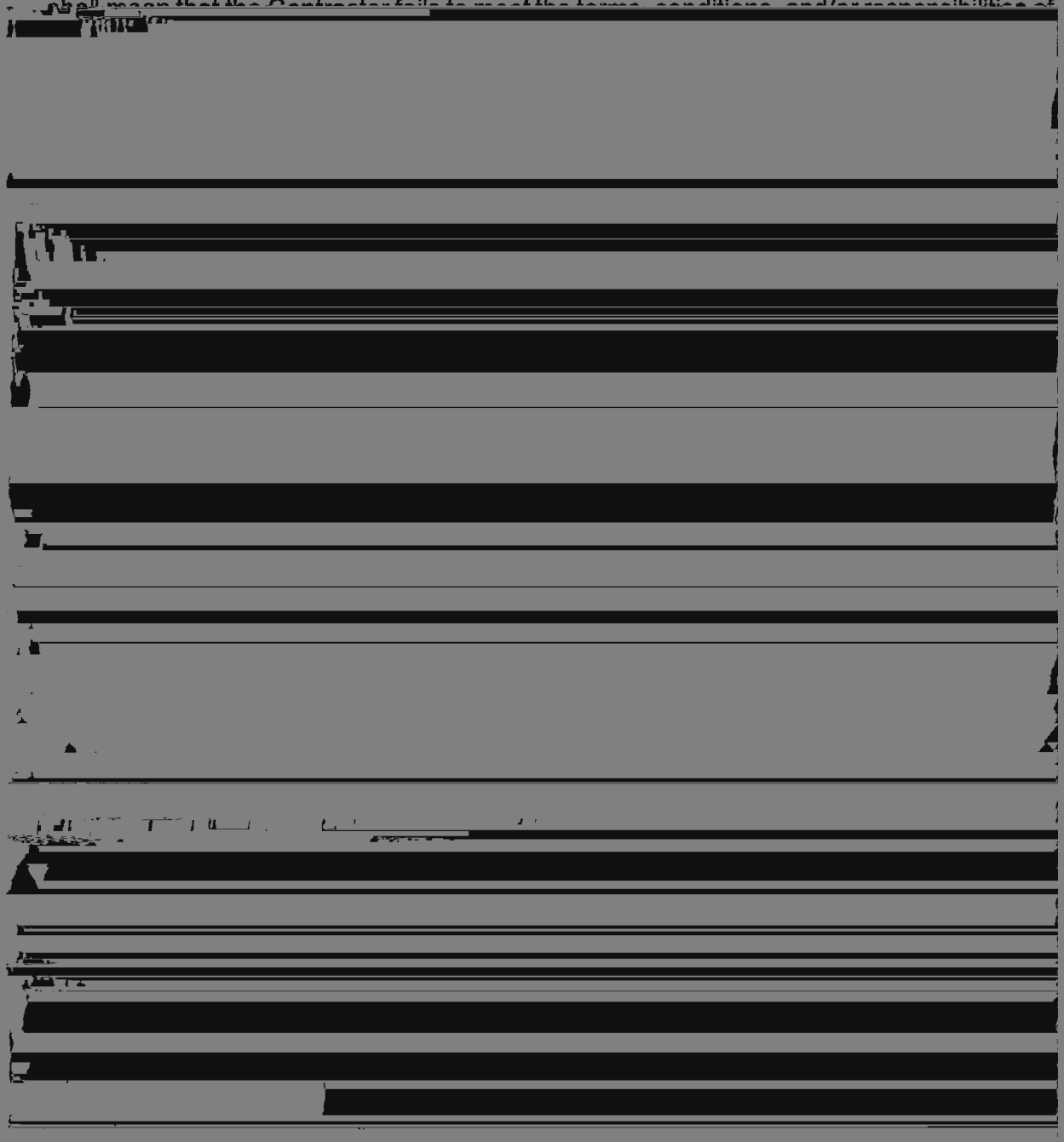
I. RESOLUTION OF DISPUTES:

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

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