



**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCS1 gs 50.914rCHOyD8HN**

YOUTH DEVELOPMENT

A12-00005
California Department of
Education

YOUTH DEVELOPMENT

A12-00009
California Department of
Education

7/1/11 – 12/31/12: 21st Century Community Learning Centers Grant for After School Safety and Enrichment for Teens (ASSETs) programs at American Legion, C.K. McClatchy, Hiram Johnson, John F. Kennedy, and West Campus high schools; and George Washington Carver School of Arts and Science. ASSETs programs provide opportunities for improved academic achievement, enrichment services that reinforce and complement the academic program, and family literacy and related educational development services.

\$1,205,000
No Match

Community Partners:

American Legion	Target Excellence
C.K. McClatchy	City of Sacramento, Parks & Rec
Hiram Johnson	Sac Chinese Community Center
John F. Kennedy	Sac Chinese Community Center
West Campus	Sac Chinese Community Center
George W. Carver	City of Sacramento, Parks & Rec

CHILD DEVELOPMENT

A12-00010
California Department of
Education

and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day.

CHILD DEVELOPMENT

A12-00014
California Department of
Education

7/1/11 – 6/30/12: Pre-kindergarten and Family Literacy Program and Resolution No. 2667, 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

ADULT EDUCATION

SA12-00059
Laarni Gallardo
RN, B.S.N.

7/1/11 – 6/30/12: To serve as Director to the Certificated Nursing Program and Deputy Director to the Vocational Nursing Program for Adult Education Programs.

\$79,200
Adult Education

Strategic Plan: Aligns with Pillars II and III by providing staff to supervise the Certified Nursing Assistant and Licensed Vocational Nursing Programs and support teaching and learning. The Board of Nursing and Psychiatric Technicians require that the school have a Director of Nursing and an Assistant Director of Nursing. Laarni Gallardo serves as the Assistant Director of the Vocational Nursing Program and the Director of the Certified Nursing Assistant program.

PURCHASING SERVICES

R12-00374
Ray Morgan Company

4/4/11 – 4/30/13: Procurement of Copier services through Ray Morgan Company utilizing University of California Agreement # 70818. Purchasing agreements, as authorized by Public Contract Code 20118, allow other governmental agencies, such as school districts to piggyback on awards while still satisfying the legally required competition for contracts. The District is able to piggyback on the agreement and lease/purchase directly from Ray Morgan Company related copier, supplies, equipment and services.

Piggyback Pursuant to Public Contract Code §20118

Strategic Plan: Aligns with Pillar III by providing services that support the educational program as well as aligning with organizational transformation.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Florin Technology Center	None	Recycle
	John Still Middle School	None	Recycle
	Rosa Parks Middle School	None	Recycle
	Yav Pem Suab Academy	None	Recycle
Office Equipment	John Still Middle School	None	Recycle
	Rosa Parks Middle School	None	Recycle
	District Warehouse	None	Recycle
Audio/Visual Equipment	Florin Technology Center	None	Recycle
	John Still Middle School	None	Recycle
	Rosa Parks Middle School	None	Recycle

SA12-00016

SA12

Conditions and the Schedules thereto (the "Terms"), set forth the entire agreement of the parties with respect to

Employer hereby engages Benefit & Risk Management Services, Inc. ("BRMS") and BRMS hereby
accepts such engagement by Employer to perform the Services to be provided under this Agreement. BRMS is

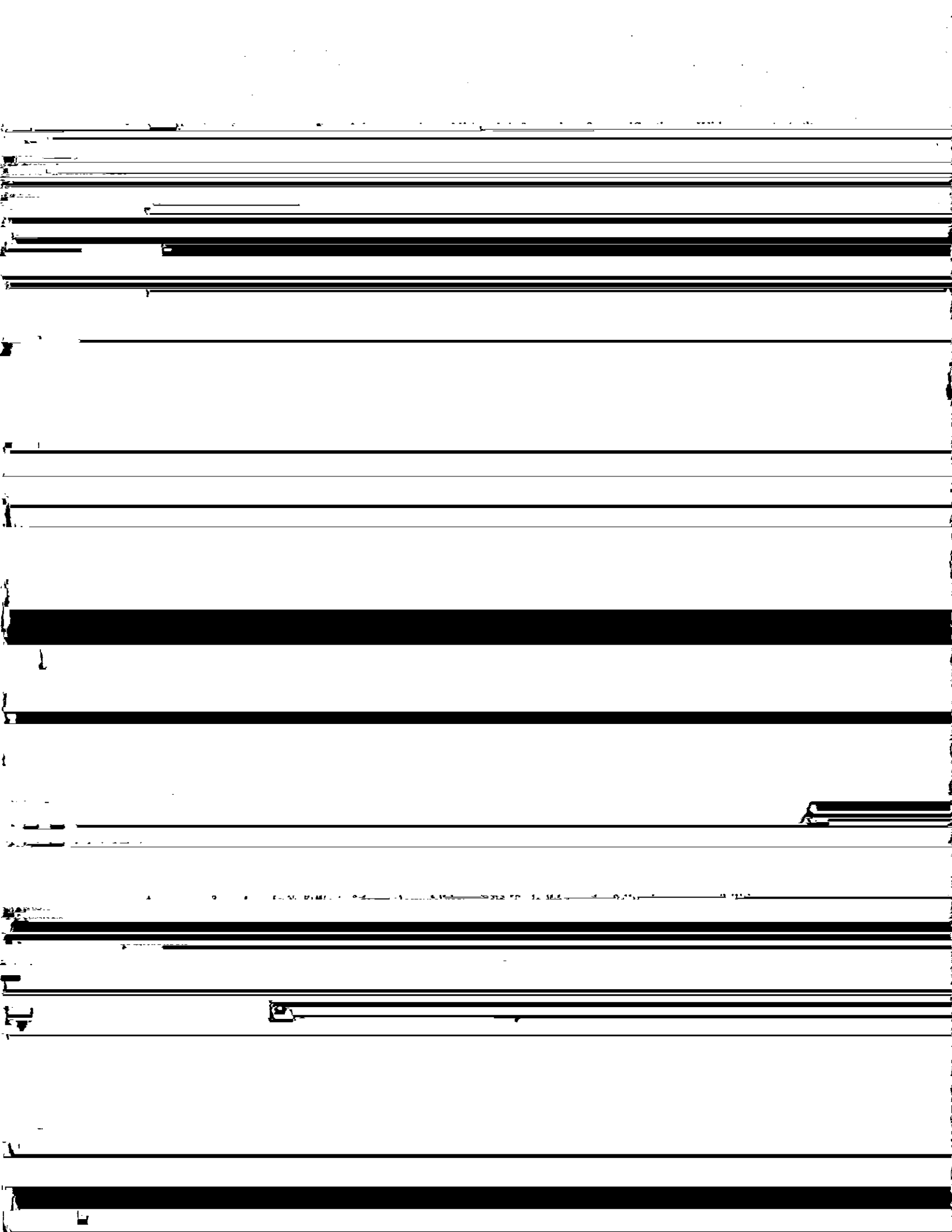
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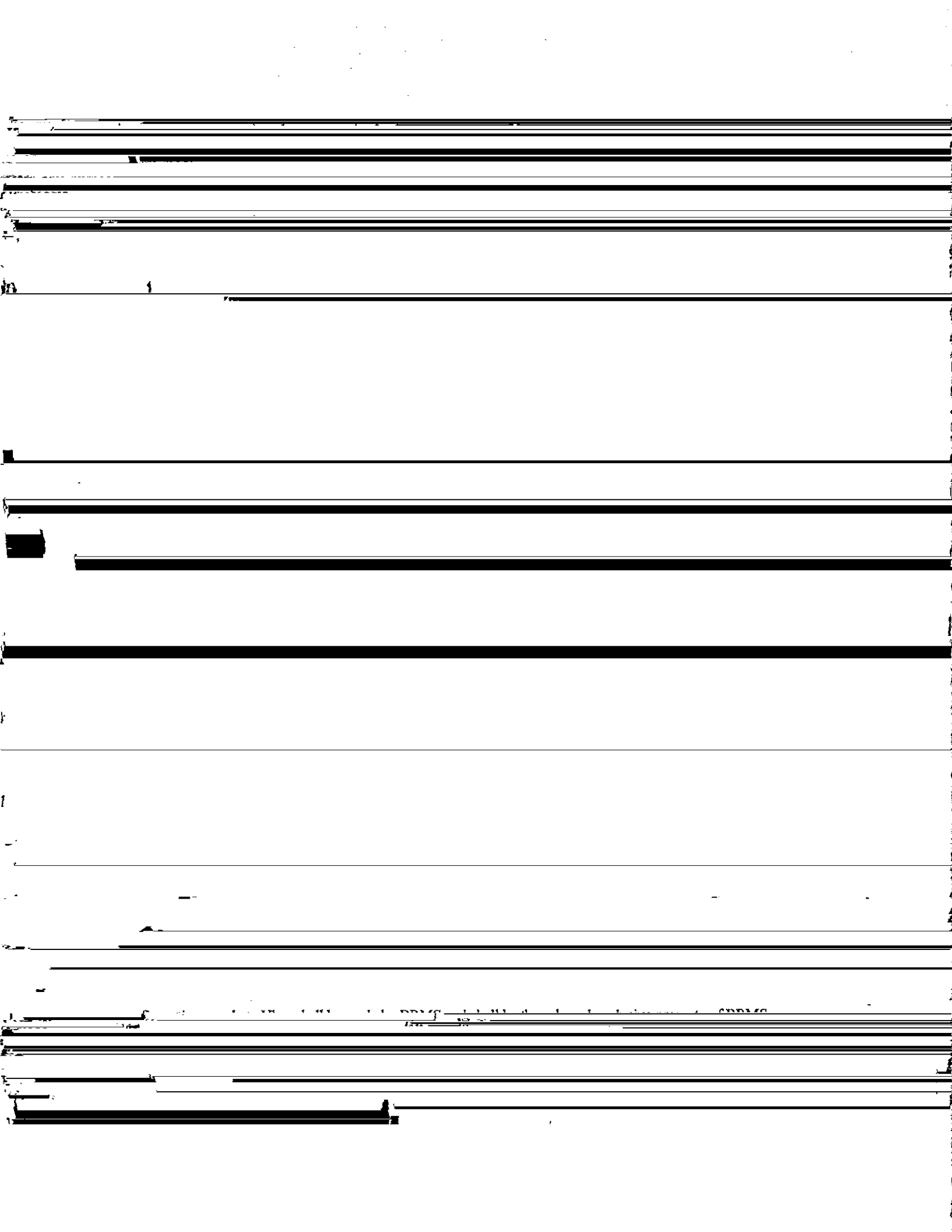
SECRET

auditor in connection with such validation. The cost of auditing the charges of medical suppliers under this Section

3.7 Claim Denial. BRMS may deny any Claim if BRMS determines that such Claim or Claimant is not eligible for benefits under the Plan and/or any guidelines provided by Employer. In the event of a denial of any Claim, BRMS shall provide written notice to the Claimant setting forth the specific reason or reasons for such denial, including such other information as is required by the Plan to be provided, with a copy of such notice to the

offered, any rights of appeal or other review process provided under the terms and conditions of the Plan or





2.11. Access to Information Act - Employees shall have access to all Employee Information available

2.12. Access to Information Act - Employees shall have access to all Employee Information available

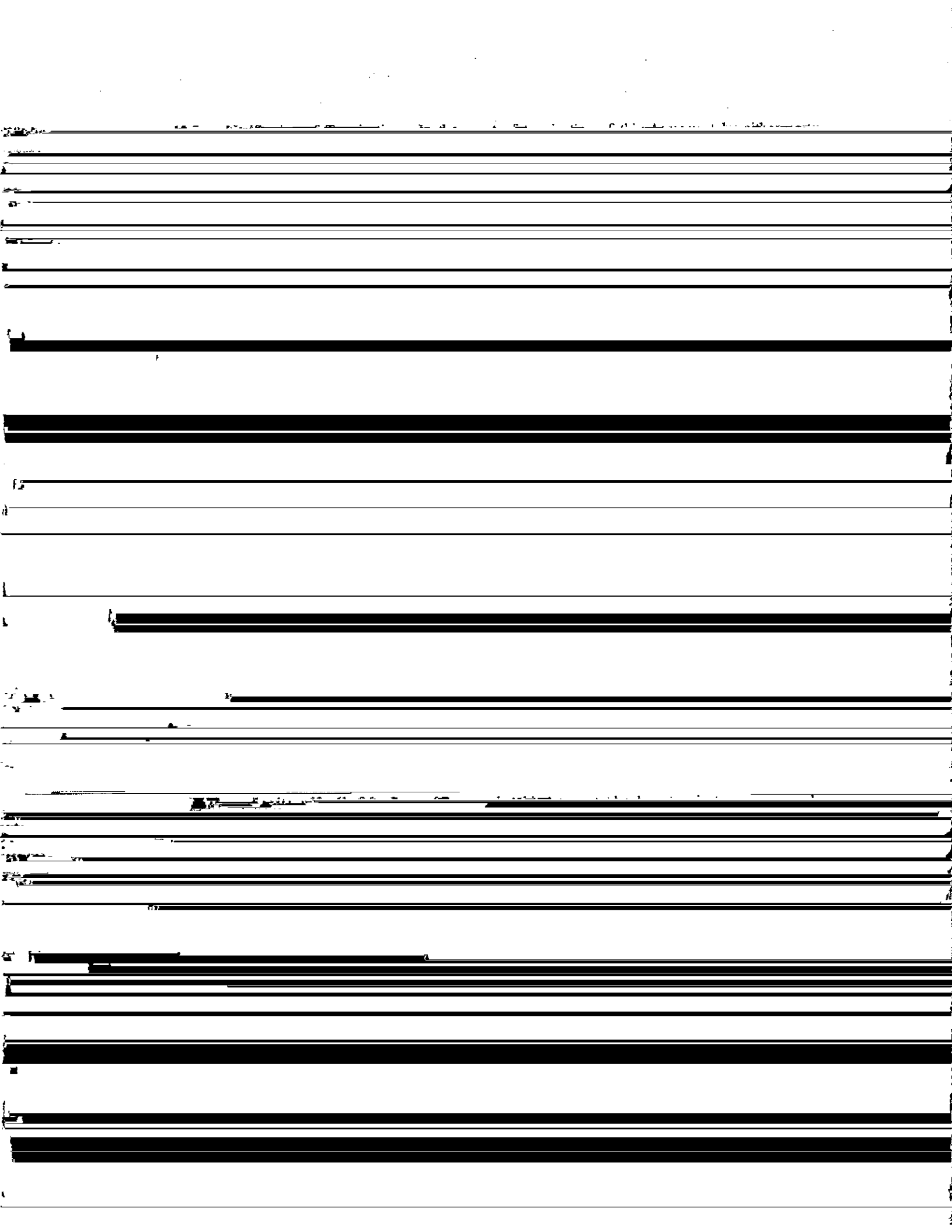
(b) Employer shall, upon loss or reduction of coverage due to a Qualifying Event, immediately notify

10.2 Application of Insufficient Funds. If at any time contributions to the Plan made pursuant to any Premium Trust Account policy shall not be sufficient to meet the obligations of the Plan with regard to premiums

that the Plan is to terminate on or before such date, BRMS shall apply the Premium Trust Accounts in its charge as follows:

- (a) First, to the payment of fees and expenses incurred by BRMS in provision of the Services; and
- (b) Second, to the payment of premiums payable and administrative fees prior to the due date of any unpaid contributions.

incurred in performance of the Services.



DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER
PECUNIARY LOSS, WHETHER ARISING IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, ARISING

ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL BRMS'

AGGREGATE LIABILITY HEREUNDER BE GREATER THAN THE FEES ACTUALLY RECEIVED BY
BRMS FROM THE PARTICULAR SERVICES GIVING RISE TO THE LIABILITY. THE

required hereunder to any of BRMS' affiliates and subsidiaries, contracted providers, and approved vendors without

25.10 Headings/Interpretation. Headings used in this Agreement are for reference purposes only and in

~~no way shall they be construed to describe the scope or extent of such section or in any way affect this Agreement~~

EXHIBIT A

Sacramento City Unified School District

FEES 2011- 2012

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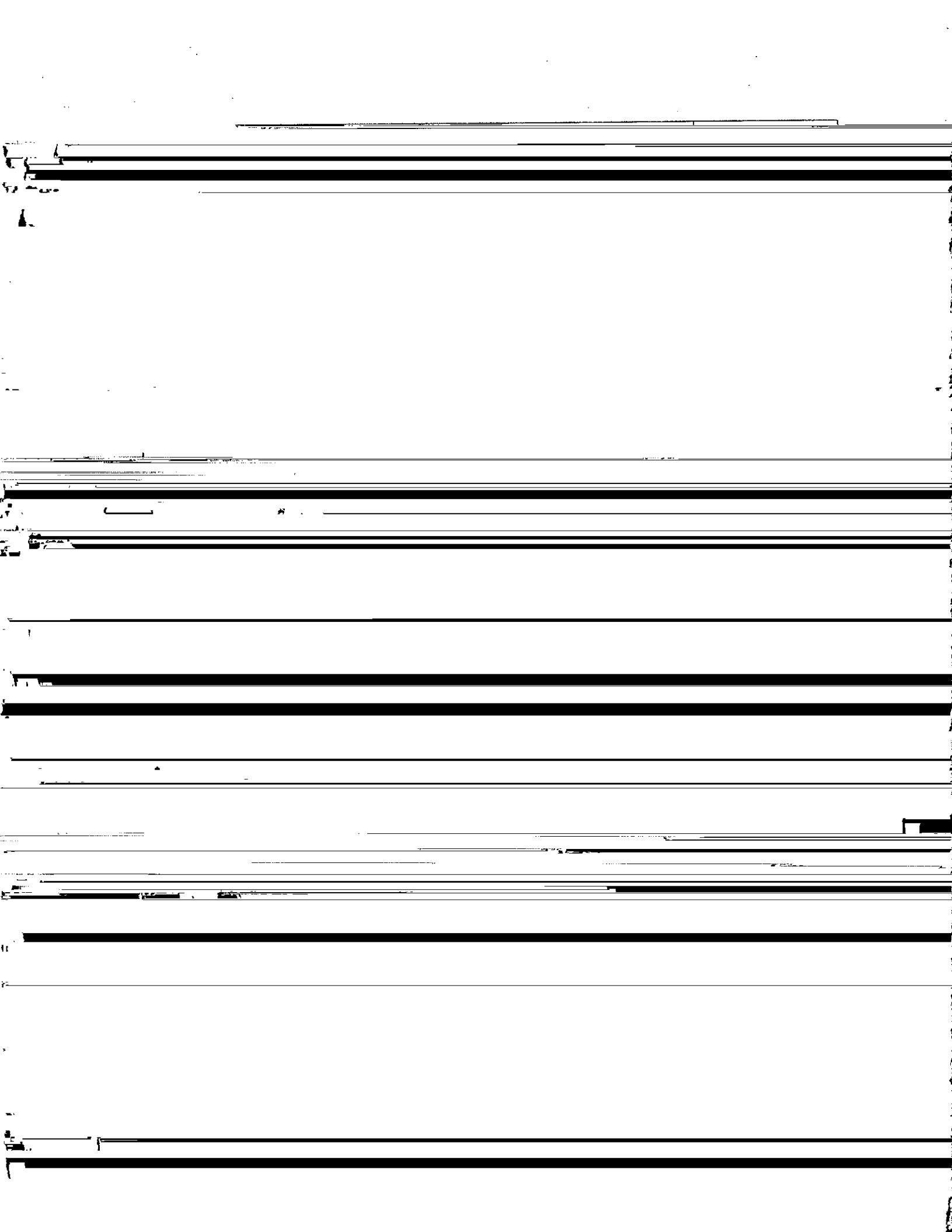


EXHIBIT B

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made between Benefit & Risk Management Services (BRMS) (hence

media; (ii) maintained in any medium constituting Electronic Media; or (iii) transmitted or maintained in any other form or medium.

(7) Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS")

and any other officer or employee of HHS to whom the authority involved has been delegated, specifically including, but not limited to, the Office for Civil Rights.

(8) Transaction Standard Regulation shall mean the regulations at Title 45, Parts 160 and 162 of the Code of Federal Regulations, as the same may be amended from time to time.

(9) Covered Electronic Transactions shall have the same meaning as defined in 45 C.F.R. § 160.103

11. ~~CONFIDENTIAL~~ Information is classified Confidential as a Business Associate obtain

FAZ

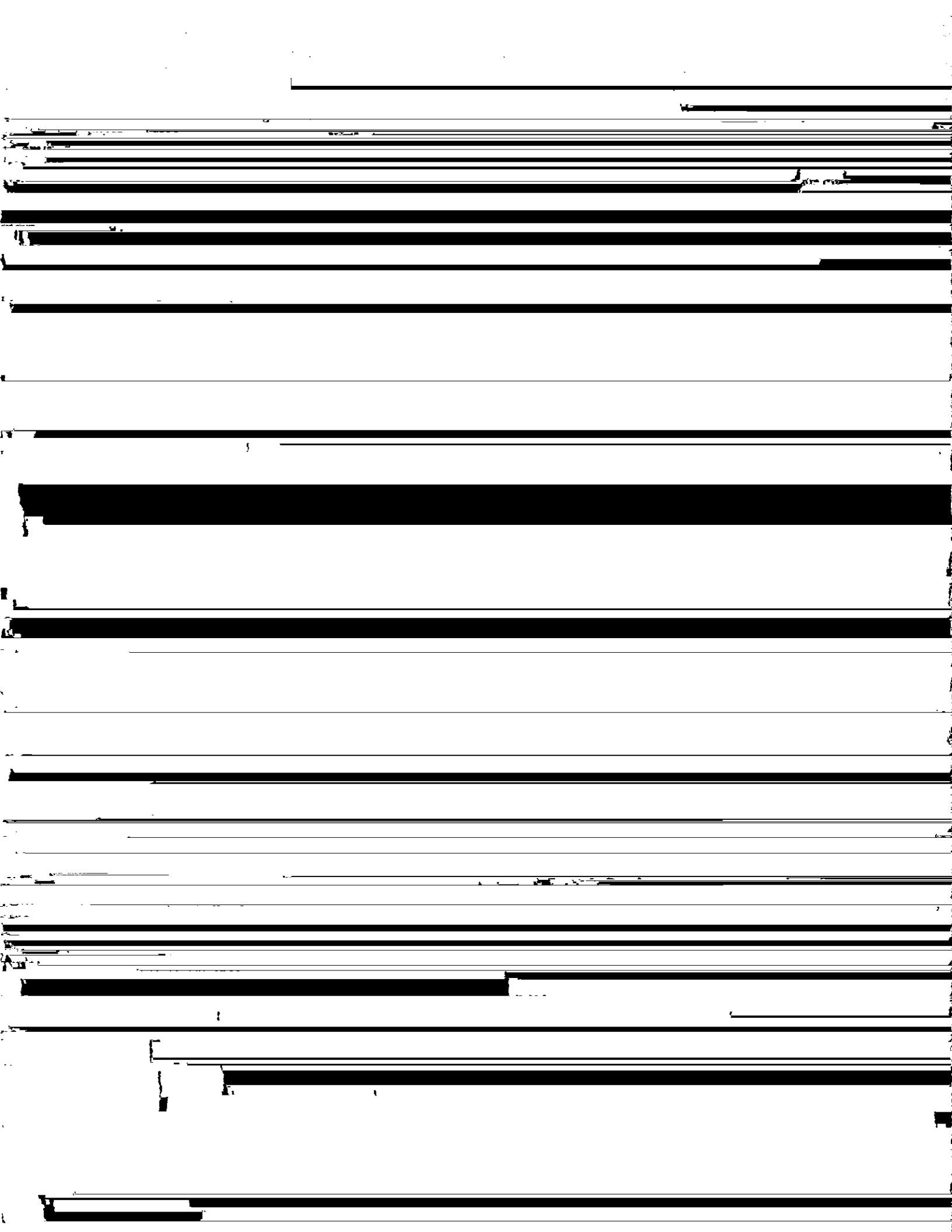
12. ~~CONFIDENTIAL~~

13. ~~CONFIDENTIAL~~ Information is classified Confidential as a Business Associate obtain

(3) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is

Associate in violation of the requirements of this Agreement.

(4) Reports of Improper Use or Disclosure. Business Associate agrees that it shall report to Client within a reasonable time period discovery of any use or disclosure of Protected Health Information not provided ~~for~~ provided for this Agreement. Business Associate also agrees to report any security incident of



third-party beneficiary of this Agreement. The parties specifically intend that the Secretary shall not be a third-party beneficiary and shall have no contractual rights or powers to enforce this Agreement.

- d. Any inspection of Business Associate's books and documents pursuant to this Section shall take place at a location selected by Business Associate that is reasonably convenient to the Secretary or Group Benefit Plan. In no event shall the Secretary or Client have unrestricted access to the books

(2) Client shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or received uses or disclosures pursuant to 45 C.F.R. § 164.508

(3) Client shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Client has agreed to in accordance with 45 C.F.R. § 164.522.

Client shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Client has agreed to in accordance with 45 C.F.R. § 164.522.

J. Indemnification. The Client and Benefit & Risk Management Services agree to abide by all federal and

~~state laws and regulations that protect the confidentiality and privacy of all information in whatever~~

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

BUSINESS ASSOCIATE ADDENDUM

BENEFIT & RISK MANAGEMENT SERVICES (BRMS) ("Covered Entity") and Sacramento Unified School District ("Business Associate") (jointly "the Parties") wish to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administration of Certain Information of the Health Insurance Portability and Accountability Act of 2003 ("HIPAA") and (ii) the requirements of the California Information Practices Act ("CIPA") and the California Consumer Privacy Act ("CCPA").

individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this Addendum shall mean both Electronic

(d) "*Security Incident*" shall mean the attempted or successful unauthorized access, use, disclosure, ~~disclosure, or destruction of information or interference with system operations in an information~~

MEMPHIS

MEMPHIS

MEMPHIS

... shall make available to DHHS or its

- (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a Security Incident;

(b) (5) - ACP, (b) (5) - AWP, (b) (5) - DPP, (b) (5) - ACP, (b) (5) - AWP, (b) (5) - DPP, (b) (5) - ACP, (b) (5) - AWP, (b) (5) - DPP

Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, time

g. Provide such other information, including a written report, as the Covered Entity

upon its written request a report that (i) identifies the categories of IT resources

behalf by their officers or duly authorized representatives, as of the day and year first above written.

Benefit & Risk Management Services (BRMS)

AVENTA LEARNING

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available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order Form; (c) embed or incorporate in any manner the Content (or any element thereof) into other applications of Customer or third parties; (d) create modifications to or derivative works of the Content or Site;

7.0 Warranties and Disclaimer.

7.1 Warranties. Aventa represents and warrants that all Services will be performed in a diligent and workmanlike

10.0 Confidentiality.

10.1 Protection of Confidential Information. "Confidential Information" means information that pertains to Aventa's

Schedule A

Following the effective date of each Order Form, Aventa will deliver or otherwise make available to Customer via tangible media (i.e., CD or DVD) or electronic delivery methods all applicable Content. The parties acknowledge and agree that the Content is

Schedule B

Content Delivery via Hosting Services

The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief. The undersigned is responsible for the accuracy of the information furnished herein.

[REDACTED]

**AVENTA LEARNING
ORDER FORM**

This Order Form (the "Order Form") is a contract between Aventa Learning, LLC d/b/a Aventa Learning, a Delaware corporation located at 2300 Corporate Park Drive, Herndon, VA 20171 ("Aventa"), and Sacramento City Unified School District, a California public school located at 5735 47th Ave., Sacramento, CA 95824 ("SCUSD").

LLC d/b/a Aventa Learning, a Delaware corporation located at 2300 Corporate Park Drive, Herndon, VA 20171 ("Aventa"),
and Sacramento City Unified School District, a California public school located at 5735 47th Ave., Sacramento, CA 95824

number of Online Courses (0.5 credit each). Student may choose from any high school or credit recovery online course except the advanced placement series. If the student is dropped from the program, that seat is then available for another student. Customer may at its option purchase additional annual user seats for \$550 each by submitting a purchase order to Aventa

indicating the number of user seats purchased. The term shall be one year from the date of the purchase order

Credit Recovery Online Courses:



SA12-00059

SERVICES AGREEMENT

Date: July 1, 2011

Place: Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California (hereinafter referred to as the "District"), and LAADMI

COLLABO... DOM... "C..."

Recitals:

A. The District is a public school district in the County of Sacramento, State of California and has its administrative offices located at the Serra Center, 5725 47th Avenue



F. Secure and coordinate with host sites for clinical training for the C.N.A./VN programs.

~~On November 10, 2011, Sacramento City Unified School District and [redacted]~~

with staff and students.

H. Prepare a monthly invoice that corresponds with hours worked.

ARTICLE 2. TERM.

This Agreement shall commence on 07/01/2011 and continue through 06/30/2012 unless sooner terminated as set forth in Article 10 of this Agreement, provided all services under



The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose.

~~The Contractor shall be responsible for obtaining the appropriate tax status of the Contractor.~~

[REDACTED]



ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall

insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal

Express or another overnight delivery service, and properly addressed as follows:

reasonable.

ARTICLE 17. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict

R12-00374

APPENDIX

10

[REDACTED]

Y W

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Rider A

**CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS
Revision 7/24/06
(Also revised on August 1, 2008)**

CSU GENERAL PROVISIONS
for

1. Commencement of Work.....	3
2. Invoices	3
3. Appropriation of Funds	3

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

1. Commencement of Work

Work shall not commence under the Contract until a fully executed Contract has been received by the Contractor and

the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.

2. Invoices

In accordance with the terms of the Contract, the Contractor shall submit invoices to the State of California for the work performed under the Contract.

CSU GENERAL PROVISIONS
for

6. Conflict of Interest

Section 1117, Government Code, and Sections 18700 and 18701, Government Code, shall apply to the provisions which

CSU GENERAL PROVISIONS

for

MEMBER EMPLOYEE SERVICE CONTRACT AGREEMENT

A

[REDACTED]

[REDACTED]

[REDACTED]

the CSU shall be subject to the following provisions which shall be subject to the specific requests of the

[REDACTED]

[REDACTED]

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

17. Severability

If any provision of the Contract is found to be illegal or unenforceable, such

[REDACTED]

If the remainder of the Contract shall remain in full force and effect. Either

[REDACTED]

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

The CSU General Provisions shall apply to all Information Technology Acquisitions unless otherwise specified in a contract.

61

4

ii) The Contractor will have control of the defense of any action on such claim and all negotiations for its settlement. The Contractor shall be bound by the substantial principles of government or public law and

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

for
INFORMATION TECHNOLOGY ACQUISITIONS

31. Forced, Convict, Indentured and Child Labor

By accepting a contract or purchase order, the Contractor certifies that no apparel garments or corresponding

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

35. Recycled Content Certification

Contractor agrees to certify, in writing, under penalty of perjury, the minimum, if not the exact, percentage of recycled

CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

b) "Consulting and Direction" means services for which the Contractor received compensation from the CSU and includes:

(i) development of requirements, including development of needs statements, specifications, solicitations, or feasibility

[REDACTED]

[REDACTED]

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- studies;
- (ii) development or design of test requirements;
- (iii) evaluation of test data;
- (iv) direction of or evaluation of another Contractor;

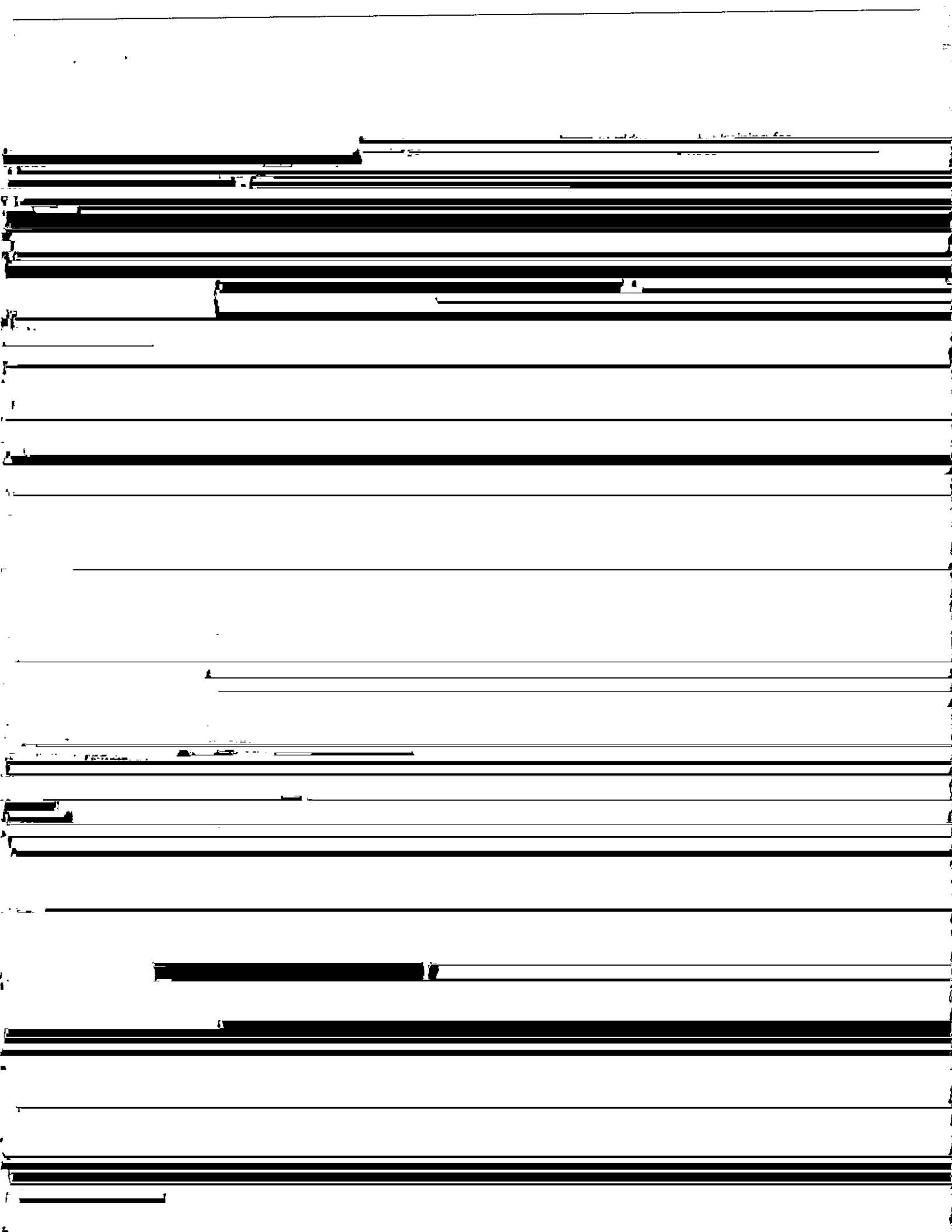
CSU GENERAL PROVISIONS
for
INFORMATION TECHNOLOGY ACQUISITIONS

... shall be held to be protected by the Contractor using the same level of care in preventing unauthorized

**STRATEGIC SOURCING AGREEMENT
CANON DIGITAL COPIER PRODUCTS AND SERVICES**

terms and conditions, extensions, renewals, etc.) shall remain the responsibility of the University of California. Operational issues,

2. Name of the Agency/Company/Institution/Supplier



• Purchase order number

[Redacted]

- Any other information, as may be requested by UC and mutually agreed upon by UC and Supplier

• This information shall be affixed to the outside of the package such that it can be

[Redacted]

[Redacted]

[Redacted]

to the models in the bid. In the event that the current pricing for maintenance services and supplies is less compared to the pricing listed in Attachments 1(A) – 1(D), the current pricing shall not change.

5.0

Price for maintenance services and supplies / *April* / for more than once in each

- Coordination of campus services for delivery access, electrical upgrades, network access, copy control systems, help desk troubleshooting and service call reduction.
- Mediation in customer equipment expectations and performance issues.

REPORTING

6.1. Supplier shall provide UC with the following reports on a monthly basis:

- Population of digital copiers sorted by organization, model and acquisition method
- Monthly performance reports
- Monthly costs reports

6.2. Supplier agrees to provide other reports as reasonably requested by UC during the term of the Agreement and any extension(s) to such term at no cost to UC.

7. SURVEYS

7.1. Supplier shall, at UC request, conduct customer satisfaction surveys. The content

consumable supplies (except for paper) and charge UC on a monthly basis, based on a cost per copy charge applied to the actual monthly copy volume without any minimum and/or maximum copying restrictions excluding the 12 and 24 months All Inclusive Rental Cost Per Copy pricing options (hardware

11. **PERFORMANCE**

11.1. Supplier warrants that all Products will perform according to Supplier published specifications.

11.2. Supplier warrants that all new Products must perform to UC satisfaction. In the

event that UC is not satisfied with the performance of Supplier's Product(s),
Supplier agrees to the following terms:

b) Replace the Product with like equipment in good condition and repair

c) Pay to Supplier the sum of all Lease payments due and owing at the time of such loss or damage and the fair market value of the equipment at time of such loss or damage.

b) Replace the Product with like equipment in good condition and repair

conditions of this Agreement: or

c) Pay to Supplier the sum of all Lease payments due and owing at the time of such loss or damage and the fair market value of the equipment

13.4. If LIC purchases any or all pieces of Product(s) within ninety (90) days

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778 cases

month times the number of full months that the Product has been rented towards the purchase price.

A maximum rental conversion credit of 72% of a single unit purchase price will be available to UC for the continuous rental of Supplier Product. If UC converts the rental Product to purchase after ninety (90) days of an

10.6.1.2 MONTH RENTAL COST PER COPY (includes hardware, service & supplies)

B.

12.6.1. Supplier agrees to rent to UC Products recited in Attachment 1(D) on a cost per copy basis, if requested by UC, in accordance with the requirements set forth in this Agreement. The Products rented on a cost per copy basis for a one (1) year term and are owned by Supplier or Supplier's Dealer Partner.

10.6.2. If requested by UC, Supplier shall rent its Products on a cost per copy

12.7.2. For new Products on a 36-month cost per copy program, UC may upgrade/downgrade/terminate up to 5% of the total 36-month cost per

13. GENERAL TERMS AND CONDITIONS

13.1. These Terms and Conditions apply to all orders placed with University of California Terms and

If termination of this Agreement takes place, Supplier shall extend to LIC

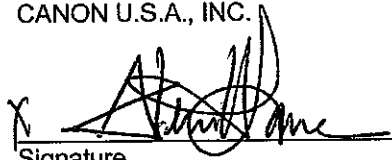
smooth transition. Fees for the services performed during the additional ninety (90) days will be in good faith negotiated between LIC and Supplier

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written, such parties acting by their officers being thereunto duly authorized.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

CANON U.S.A., INC.


Signature


Signature

HAGGA HISSGILOV
Name, printed or typed

Steven H. Lane
Name, printed or typed

Executive Director, Strategic Sourcing
Title

Director, Budget/Financial Analysis
Title

11/22/05

November 22, 2005

MASTER ENABLING AGREEMENT



AGREEMENT NUMBER 70818	AM. NO. 1
CONTRACTOR IDENTIFICATION NUMBER 3351	

THIS AGREEMENT IS MADE THIS 11th DAY OF FEBRUARY 1988

MASTER ENABLING AGREEMENT



AGREEMENT NUMBER 70818	AM. NO. 5
CONTRACTOR IDENTIFICATION NUMBER 3351	

THIS AGREEMENT made and entered into this 10th day of March 2011 in the State of California by and between the

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