



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1f

Meeting Date: February 1, 2018

Subject: Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program

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

Division: Board Office

Recommendation: Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program.

Background/Rationale: The 1,000 Strong program is an effort to help prepare Sacramento City Unified School District youth for success in careers through training and paid internships. The District initially contributed \$300,000 to this effort as part of the 2017-18 Budget. Seventy-five District students who originally enlisted in the 1,000 Strong effort have yet to be placed in a meaningful internship. As such, the District is requesting that the Board redirect the remaining \$100,000 of the original amount to the Metro Chamber Foundation. These funds would be used for the purpose of providing payroll services and direct wages to those students for work provided by local nonprofits who were recently selected through a Request for Proposal process.

The 75 unplaced students will be employed with a local nonprofit that best aligns with their interest as well as proximity to their home and school. The students will be paid minimum wage for up to 100 hours. The City may decide to cover additional hours if any students are able to extend their internship.

Financial Considerations: The financial considerations are outlined above and within the attached MOU.

LCAP Goal(s): College, Career and Life Ready Graduates

Documents Attached:

1. Executive Summary
2. MOU between SCUSD and Metro Chamber Foundation

Estimated Time of Presentation: N/A

Submitted by: Nathaniel Browning, Policy and Governance
Manager

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Board Office

Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program

February 1, 2018 Board Meeting



I. OVERVIEW / HISTORY

The 1,000 Strong program is an effort to help prepare Sacramento City Unified School District youth for success in careers through training and paid internships. The District initially contributed \$300,000 to this effort as part of the 2017-18 Budget. Seventy-five District students who originally enlisted in the 1,000 Strong effort have yet to be placed in a meaningful internship. As such, the District is requesting that the Board redirect the remaining \$100,000 of the original amount to the Metro Chamber Foundation. These funds would be used for the purpose of providing payroll services and direct wages to those students for work provided by local nonprofits who were recently selected through a Request for Proposal (RFP) process.

The 75 unplaced students will be employed with a local nonprofit that best aligns with their interest as well as proximity to their home and school. The students will be paid minimum wage for up to 100 hours. The City may decide to cover additional hours if any students are able to extend their internship.

District staff will work to finalize student internship placements at the following nonprofits who participated in the formal RFP process:

- CELI INC
- City of Refuge Sacramento
- E. Claire Raley Studios for the Performing Arts (CLARA)
- Focus on Families
- Fruitridge Community Collaborative
- Girls Self-Esteem Program
- HAWK Institute
- Legal Services of Northern California
- NeighborWorks
- My Sister's House
- Roberts Family Development Center
- Sacramento Asian Pacific Chamber of Commerce
- Sacramento Chinese Community Service Center
- Sacramento Public Library
- Target Excellence
- Urban Advocates & Achievers, Inc.
- WellSpace Health
- Yisrael Family Farm

Board of Education Executive Summary

Board Office

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February 1, 2018 Board Meeting



II. DRIVING GOVERNANCE

The 1,000 Strong effort is consistent with the District's mission to provide education and job-related training to its students in order to prepare them for a multitude of post-secondary options.

III. BUDGET

\$100,000

IV. GOALS, OBJECTIVES, AND MEASURES

The goal of the attached MOU is to provide education and job-related training to SCUSD students who need placement in the 1,000 Strong effort to date.

V. MAJOR INITIATIVES

This effort aligns with the District's focus on developing *College, Career and Life Ready Graduates*.

VI. RESULTS

The Board shall approve the MOU which will allow staff to finalize the placement of the remaining 75 students in local nonprofits for education, job-related training, and paid internships.

VII. LESSONS LEARNED / NEXT STEPS

Next Steps: Notify District students and nonprofit partners of the approved MOU and pending placements that will be carried out through the Metro Chamber Foundation.

**MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT AND METRO CHAMBER FOUNDATION**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into upon approval between the parties below which is anticipated to be on or around February 1, 2018 (Effective Date), by and between the Sacramento City Unified School District (SCUSD) and Metro Chamber Foundation (“Foundation”), a California nonprofit corporation (collectively, the “Parties”).

WHEREAS, Thousand Strong is a community effort to strengthen Sacramento by preparing our youth for success in careers through training and paid internships;

WHEREAS, 75 District students who originally enlisted in the 1,000 Strong effort have yet to be placed in a meaningful internship;

WHEREAS, the District wishes to assist placing those students awaiting placement by redirecting originally Board approved 1,000 Strong funds towards payroll services and hourly wages of those students;

WHEREAS, the 1,000 Strong effort is consistent with the District’s mission to provide education and job-related training to its students in order to prepare them for a multitude of post-secondary options;

WHEREAS, the District and the Foundation desire to enter into a Memorandum of Understanding for the purpose of funding the payroll services and hourly wages of the student interns; and

WHEREAS, this MOU sets forth the terms and conditions for such purpose.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

GENERAL PROVISIONS

- A. **Term.** This MOU takes effect when executed by both parties, as indicated by the dates in the signature blocks below, and terminates on June 30, 2018. Both parties are in agreement that this date will also serve as the final day of paid internship placement for SCUSD students.
- B. **Services & Payment.** The Foundation shall provide the services as detailed herein. The Foundation shall not be compensated for services outside the scope of services unless with prior writing approval from the District. The District will pay the Foundation for services rendered pursuant to this Agreement as stipulated under “Fee Schedule”. The Foundation shall retain 1.7% of the District funds to cover its indirect costs of administering the Scope of Services. Additional costs include a 5% administrative fee for

the Foundation and a \$100 fee per student passed on by the payroll provider. Attachment A to this MOU contains the breakdown of costs.

C. **Scope of Services.** The Foundation shall provide the following services as detailed and incorporated herein under section titled “Management of Payroll Services for 1000 Strong Program”. The services described herein shall be provided between date of MOU approval and June 30, 2018 or in accordance with the schedule, set forth in the Scope of Services.

D. **Management of Payroll Services for 1000 Strong Program.** As the project manager of payroll services, the Foundation will be responsible for providing the management of payroll services for a maximum of 75 SCUSD students. Those responsibilities include:

1. Contracting with an appropriate payroll service provider for youth 16-19 years old;
2. Coordinating with the payroll service;
3. Providing verification of current work permits on file per student;
4. Onboarding employers and students onto payroll service;
5. Verifying hours worked with onsite managers using appropriate verification techniques;
6. Approving timesheets of students on a bi-weekly basis or in accordance with the pay period schedule;
7. Provide the District with a time record of hours worked for each student on a bi-weekly basis or in accordance with the pay period schedule;
8. Monitoring student hours (up to 175 hours of paid work per student);
9. Ensuring students are paid minimum wage for hours completed in two-week pay cycles;
10. Providing regular and consistent updates to the District regarding participation or eligibility concerns of particular students, including but not limited to, students who may not be actively participating in the onboarding process or continuing employment, and
11. Providing the District with all accounting paperwork related to the cost and payroll of the student interns.

E. **Fee Schedule – Contractor’s Compensation.** The total of all fees paid to the Foundation for the performance of all services aforementioned in the “Scope of Services”, and for all authorized reimbursable expenses, shall not exceed the total sum of \$100,000.00. The Foundation shall be paid for the performance of Services in four equal sums as follows:

1. The first payment of \$25,000 shall be received 14 days after approval of this MOU;
2. The second payment of \$25,000 shall be received 14 days after all eligible students have been on-boarded into the payroll system and have officially begun their internship employments; with their matched non-profit entities.

3. The third payment of \$25,000 shall be received by April 15, 2018 after the district has received the most current time records of hours for each student in placement, and the District has confirmed all students have been paid minimum wage through the last day of their most recent two-week pay cycle leading up to April 1, 2018;
 4. The fourth and final payment of \$25,000 shall be received by May 15, 2018 after the district has received the most current time records of hours for each student in placement, and the District has confirmed all students have been paid minimum wage through the last day of their most recent two-week pay cycle leading up to May 1, 2018; and
 5. Any funds not expended by the cost of onboarding, monitoring, and paying for the wages of student interns shall be returned to the District no later than August 15, 2018.
 6. The above payments shall be made upon the District's determination that Foundation has worked in good faith to resolve any issues that may arise concerning student internship placements or due to a non-profit entity's non-responsiveness or change in ability to sponsor internships.
- F. **Termination.** Either Party has the right at any time to terminate this MOU with or without cause by giving thirty (30) days written notice of termination to the other Party. If a Party gives notice of termination, the other Party shall immediately cease rendering services pursuant to this MOU.
- G. **Breach.** In the event of a material breach of this MOU, an aggrieved party may terminate this MOU by giving 15 days prior written notice of termination to the other party. District's termination of this MOU may result in its students being disqualified from the Thousand Strong program and terminated from paid internship placements.
- H. **Modification.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
- I. **Confidentiality.** Each party shall be responsible for maintaining the confidentiality of student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.
- J. **Notice.** Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to District may be given at the following address:

Nathaniel Browning
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Email: Nathaniel-Browning@scusd.edu

Phone: (916) 257-9640

Any notice to Foundation shall be sent to the following address:

Talia Kaufman
Metro Chamber Foundation
One Capitol Mall, Suite 700
Sacramento, CA 95814
Email: tkaufman@metrochamber.org
Phone: (916) 319-4273

- K. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

- L. **Independent Agents.** This MOU is by and between independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- M. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- N. **Insurance.** All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
- O. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU:

SIGNATURES

Jorge A. Aguilar, Superintendent
Sacramento City Unified School District

Date

Talia Shani Kaufman, Executive Director
Metro Chamber Foundation

Date

ATTACHMENT A

Breakdown of Payment of Services

Indirect Cost	1.70%	\$1,700
Onboarding Fee (Passed on by Payroll Provider)	\$100 fee per student	\$7,500
Metro Chamber Foundation Administrative Fee	5%	\$5,000
Total Administrative Fees		\$14,200
Hourly Wage	\$11.00	
Payroll Taxes & Fringe Benefits (Passed on by Payroll Provider at 30% above wages)	\$3.30	
Hourly Cost Per Student Hour Worked		\$14.30
80 Hours Per Student at \$14.30 Per Hour		\$1,144
75 Students Placed at 80 Hours Per Student		\$85,800
TOTAL COST INCLUDING 2.5% INDIRECT		\$100,000