



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: January 7, 2016

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.

LCAP Goal(s): College and Career Ready Students; Safe, Clean & Healthy Schools; Family and Community Engagement

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist</p> <p>Approved by: José L. Banda, Superintendent</p>

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
A16-00055 S.D. Bechtel, Jr. Foundation	12/4/15 – 6/30/16: Grant funds to build teacher and leadership capacity to transform teaching and learning of mathematics. Funding will be used to strategically provide meaningful professional learning experiences that support grade K-8 students' acquisition of deep conceptual mathematics understanding.	\$567,772 No Match

SPECIAL EDUCATION

A16-00052 California Department of Education	7/1/15 – 9/30/17: Grant for Special Education Preschool Program Staff Development. Funding for training days and associated costs, including registration, substitute staff, materials, and presenter fees.	\$2,506 No Match
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STUDENT SUPPORT AND HEALTH SERVICES

A16-00053 Kaiser Foundation Hospital Fund for Community Benefit Programs at the East Bay Community Foundation	1/1/16 – 6/30/17: Funds will be used for the District's Mental Health Wellness Project (MHWP) to build on structures and programs already in place at both the district office and school sites to create school environments that are more responsive to and supportive of the needs of traumatized children by increasing the capacity of school site staff and community partners to understand and support the needs of traumatized students through Mindfulness training, practice, and trauma-informed care trainings.	\$95,000 No Match
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YOUTH DEVELOPMENT

A16-00054 The California Endowment	12/1/15 – 11/30/16: Promoting Healthy & Safe School Environments Grant: To improve long-term health and education outcomes for K-12 students in South Sacramento by promoting preventive health measures, improving youth social-emotional skills and developing youth leadership skills.	\$100,000 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
SA16-00447 HMC Architects	1/1/16 – Completion of Services. Provide architectural, civil engineering and landscape design services as needed for AC paving replacement at Luther Burbank High School (Emergency Repair Program Project).	\$263,202 Emergency Repair Program Funds

FACILITIES SUPPORT SERVICES

SA16-00465 Lionakis Architects	1/1/16 – Completion of Services. Provide architectural and engineering services as needed for replacement of the main electrical panel at Kit Carson Middle School.	\$96,000 Measure Q Funds
SA16-00476 HMC Architects	1/1/16 – Completion of Services. Provide architectural and civil engineering services as needed for concrete walkway repairs at Luther Burbank High School (Emergency Repair Program Project).	\$96,781 Emergency Repair Program Funds
SA16-00477 HMC Architects	1/1/16 – Completion of Services. Provide architectural and engineering services as needed for roof repairs/replacement at Peter Burnett Elementary School (Emergency Repair Program Project).	\$117,766 Emergency Repair Program Funds

HUMAN RESOURCES

SA16-00508 Atkinson, Andelson, Loya, Ruud & Romo	1/1/16 – 6/30/17: Provide services as requested related to 2015/16 and 2016/17 negotiations process.	\$90,000 General Funds
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YOUTH DEVELOPMENT

SA16-00184 City Year	8/30/15 – 6/30/16: Continuation of implementation of City Year's Whole School, Whole Child Model at Leataata Floyd, Fr. Keith B. Kenny, Oak Ridge, Rosa Parks and Fern Bacon schools focusing on outcomes in three key areas: attendance, behavior and course performance in English and Math. City Year will place fifty AmeriCorps (City Corps) near-peer members, ages 17-24, to serve in these schools throughout the school day (before, during and after school).	\$530,000 Title I and After- School Education & Safety Funds (\$100,000 In-kind match)
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PROJECT AUTHORIZATION FORM

AC Paving Replacement at Luther Burbank High School

Date: January 7, 2016

Pursuant to the Master Architect Agreement dated April 8, 2014 between HMC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Provide architectural, civil engineering and landscape design services for AC paving replacement at Luther Burbank High School (Emergency Repair Program Project).

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated \$263,202.00 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$0, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

HMC ARCHITECTS

Dated: _____

Mitchell Carp, Senior Vice President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo
Chief Business Officer



PROJECT AUTHORIZATION FORM

Electrical Panel Replacement at Kit Carson Middle School

Date: January 7, 2016

Pursuant to the Master Architect Agreement dated January 15, 2015 between Lionakis Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Architectural and engineering services as needed for the electrical panel replacement and reconfiguration of yard as required at Kit Carson Middle School.

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated \$96,000.00 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$0, which is Architects estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

LIONAKIS ARCHITECTS

Dated: _____

Laura Knauss, Principal

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo
Chief Business Officer



PROJECT AUTHORIZATION FORM

Concrete Walkway Repairs at Luther Burbank High School

Date: January 7, 2016

Pursuant to the Master Architect Agreement dated April 8, 2014 between HMC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Provide architectural and civil engineering services for concrete walkway repairs at Luther Burbank High School (Emergency Repair Program Project).

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated \$96,781.00 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$0, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

HMC ARCHITECTS

Dated: _____

Mitchell Carp, Senior Vice President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo
Chief Business Officer



PROJECT AUTHORIZATION FORM

Roof Repairs/Replacement at Peter Burnett Elementary School

Date: January 7, 2016

Pursuant to the Master Architect Agreement dated April 8, 2014 between HMC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

TERMS

A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

Provide architectural and engineering services for roof repairs/replacement at Peter Burnett Elementary School (Emergency Repair Program Project).

B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

Flat Fee

Architect shall be compensated \$117,766.00 for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$0, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

D. Asbestos

The language identified in Section 5.7.15 is is not applicable to this Project.

E. Section 8.2

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

HMC ARCHITECTS

Dated: _____

Mitchell Carp, Senior Vice President

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

Gerardo Castillo
Chief Business Officer

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. Standard Hourly Rates:

The District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>Dec. 1, 2015-</u> <u>June 30, 2017</u>	<u>July 1, 2017-</u> <u>June 30, 2018</u>
Senior Partners	\$280.00	\$290.00
Partners/Senior Counsel	\$260.00	\$270.00
Senior Associates	\$245.00	\$245.00
Associates	\$230.00	\$240.00
Electronic Technology Litigation Specialist	\$230.00	\$240.00
Non-Legal Consultants	\$200.00	\$210.00
Senior Paralegals/Law Clerks	\$175.00	\$185.00
Paralegals/Legal Assistants	\$165.00	\$175.00

B. Fixed Fee Services

A fixed fee may be established for specially identified projects, subject to prior approval by the District. In addition, the District agrees to pay the Law Firm a fixed fee for the following training services:

A full day of training (up to 8 hours)	\$4,000
A half day of training (up to 4 hours)	\$3,000
A two hour training	\$2,500
A one hour training	\$1,750

Air travel, books and manuals, and copies of handouts made by the Firm shall be charged in addition as expenses.

C. The Law Firm shall bill in quarter-hour increments. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour)

D. The services provided under this agreement shall not exceed \$80,000 in fees in any fiscal year (July 1 through June 30), without Board approval increasing this budgeted amount.

E. The District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph G below.

F. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

G. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and

consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph VII, below.

H. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

I. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

J. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

K. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

L. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or
4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

M. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

N. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

O. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time the Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, the Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code

section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/ superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

X. DURATION

This Agreement shall be effective December 1, 2015, through June 30, 2018, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice, up to a maximum of five (5) years duration per Education Code section 17596.

XI. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2015.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
SALVADOR O. HOLGUÍN, JR.

“District”

As Authorized By The Governign Board of the
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____
JOSE L. BANDA, Superintendent

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services**And
CITY YEAR SACRAMENTO

The Sacramento City Unified School District ("District") and the **CITY YEAR SACRAMENTO** ("CITY YEAR ") collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2015 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CITY YEAR to develop, maintain and sustain programs that offer support services to Leataata Floyd Elementary (before), Father Keith B. Kenny K-8, Oakridge Elementary School, Rosa Parks K-8 and Fern Bacon Middle School students in the Sacramento City Unified School District, during the critical before, during, and after school hours to improve the quality of life for families and improve academic performance and attendance for the students. Boys and Girls Club of Greater Sacramento, Roberts Family Development Center and City Year will work collaboratively to best serve the Leataata Floyd Academy.

WHEREAS, City Year will work with the District and District's selected schools to implement City Year's research-based Whole School, Whole Child Model ("THE MODEL") as described in Appendix A. City Year recruits, prepares and leads diverse AmeriCorps members aged 17 to 24 years for ten months of full time service in schools as near-peer tutors, mentors and role models to help students stay on track to graduation. Corps Members will be placed in five low-performing schools, selected by the District, to serve in conjunction with school staff and members of the school community to help improve student attendance, behavior and coursework through academic support, attendance monitoring and incentives, positive behavior support, extended day programming and school-wide programs and events (collectively, "student achievement and success").

WHEREAS, District and CITY YEAR will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century after school programs at the abovementioned schools throughout the 2015-16 school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school care for students, and deter tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. CITY YEAR shall adhere to scope of services outlined in SCUSD Terms and conditions. CITY YEAR shall work collaboratively with the SCUSD Youth Development on a plan for the after school programs at Leataata Floyd, Father Keith B. Kenny, Oakridge, Rosa Parks and Fern Bacon schools; CITY YEAR shall provide assist in providing after school programing at each site consisting of being onsite every in session school day until 6:00 PM (see notation in Attachment A regarding City Year PD dates); CITY YEAR shall maintain high quality service to students to enhance program and increase the numbers in the after school programs; CITY YEAR shall be instrumental in the overall planning and coordination of the after school programs; CITY YEAR and DISTRICT will adhere to CITY YEAR and SCUSD Agreement-Attachment A and B; CITY YEAR and DISTRICT will adhere to CITY YEAR Statement of Partnership contracts (Addendum).

ii. District shall work collaboratively on a plan for the school year and the specific schools. The parties shall create a communication plan, guidelines, etc. to provide direction of services to other stakeholders. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay CITY YEAR \$500,000.00, to be made in four equal quarterly installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY YEAR or due until completion of all obligations pursuant to this Agreement. **For provisions of services pursuant to this Agreement, CITY YEAR shall provide documentation of \$100,000 in-kind match to the District.**

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, CITY YEAR, and each of CITY YEAR employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement CITY YEAR shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. CITY YEAR will also provide a written endorsement to such policy-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and 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 CITY YEAR to the District.

E. Fingerprinting and TB Requirements. **CITY YEAR agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** City Year at its sole cost and expense shall obtain or pay for fingerprinting and TB clearance for all of City Year's employees before services can begin. If an employee is disqualified from working for District pursuant to the requirements of the California

Education Code, CITY YEAR agrees to provide a replacement employee based on the City Year recruiting schedule receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Period of Agreement. The term of this Agreement shall be from August 30th, 2015, through June 30, 2016. Either Party may terminate this Contract without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor 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 Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. CITY YEAR agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by CITY YEAR and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY YEAR has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

J. Applicable Law/Venue. This Agreement shall be governed by and construed in

accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

K. Assignment. This Agreement is made by and between CITY YEAR and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

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

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

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

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

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

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

DISTRICT:

By: _____ Date _____
Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District

CITY YEAR:

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____

**ASP: SCUSD and CITY YEAR
After School Program Expectations
Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required by grantor.
2. Recognize CITY YEAR in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of CITY YEAR to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
11. Help coordinate custodial and storage needs of the Program.
12. Meet monthly with the District contact person, CITY YEAR site liaison and site administrator to identify program needs, successes, and assistance needed.

CITY YEAR shall:

1. Partner with site primary provider to provide a comprehensive after school academic, enrichment and recreation program to include up to one hour of homework and tutoring assistance daily* from school closure until 6:00 PM at specific schools meeting the target # of students. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Maintain and provide to the District monthly progress and program activities records.
3. CITY YEAR will provide an End of Year report on status of all outcomes and objectives.
4. Develop special activities or field trips for the sites individually and collectively. The CITY YEAR shall obtain prior parental permission for students' participation in CITY YEAR -sponsored field trips and excursions, and obtain prior permission from the school site principal or Youth Engagement Services team meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
5. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
6. Communicate progress of project/partnership development on a timely and consistent manner to the District
7. Communicate new partnership opportunities with the District.
8. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
9. Provide a site lead and sufficient staffing to maintain a 20:1 student/staff ratio.
10. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
11. Act as liaison with parents in supporting the family and community engagement
12. Other areas agreed upon and specified in the program plan.

Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School Programming Service Providers regarding District expectations.

1. Service providers and their staff will adopt and work within the social justice youth development framework as they operate SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
 - Requirements for Safety
 - Medical Protocol
 - Attendance Requirements
 - District Disciplinary Protocol
 - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
 - Adequate supervision
 - 20 to 1 students/staff ratio
 - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
 - Checking and answering emails and phone messages regularly
 - Issues/concerns will be communicated in a timely manner
 - Regular and clear communication with parents via newsletters, phone calls, emails etc.
 - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
 - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
 - Prepared and ready at least 1 hour prior to start of programming.
 - Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement.
6. In order to support academic achievement, service providers/staff should:
 - Have general knowledge of the academic standing of the students in their program.
 - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
 - Meet administrators and teachers regularly
 - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
 - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
 - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
 - Involving youth in the decision-making process when appropriate
 - Encouraging youth civic engagement
 - Incorporating character education
8. 21st CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above mentioned guidelines and based on the analysis of the various assessment tools.

***City Year will not provide services to District Programs on the following dates in order that they may attend City Year sponsored Professional Development.**

Full Day Trainings: 9/11/15, 10/9/15, 11/6/15, 12/11/15, 1/15/16, 2/19/16, 3/11/16, 4/1/16,
5/6/16, 6/10/16

Half Day Trainings (a.m. only): 9/25/15, 10/23/15, 1/29/16, 4/15/16, 5/20/16

APPENDIX A: Whole School, Whole Child Model

Program Model

Research from Johns Hopkins University has shown that students who are most at risk of dropping out of school can be identified as early as the 6th grade through three “off-track” early warning indicators that predict success in school – poor attendance, unsatisfactory behavior, and course failure in math or English. Students in high poverty environments whose performance is off-track in even just one of these indicators between the 6th and 9th grade typically have less than a 20% chance of graduating from high school.

City Year supports the efforts of school districts to turn around their lowest-achieving schools by providing whole school and targeted supports to ensure students stay in school and on track to graduate. To address the needs of students in high poverty schools, City Year utilizes research-based programming, the centerpiece of which is a holistic school partnership model called Whole School, Whole Child (“WSWC”).

This model is designed to leverage City Year’s unique assets – its AmeriCorps members – who serve as “near peer” tutors, mentors, and performance coaches to students. City Year AmeriCorps members bring many positive attributes to their schools, including:

- A critical mass of human capital that matches the scale of students who need additional support in a given school
- A full-time presence (approximately 7:30 a.m. to 6 p.m.) of highly organized, supervised, and trained young adults, four days a week (usually Monday through Thursday, with Friday’s reserved for AmeriCorps member professional development, though the schedule varies by city)
- An idealistic culture and energy that creates a more engaging learning environment
- The ability to organize school-wide and community events that engage families in the life of the school
- Increased intervention capacity to provide real time response to student needs

WSWC services are guided by a rigorous data collection and review process that is used in partnership with school staff to regularly monitor individual student performance and to tailor the types and intensity of supports needed –both academically and socio-emotionally. City Year reviews student-level data and works with school leadership to identify off-track students through the early warning indicators. This process of data-informed intervention, based on an early warning monitoring system, allows City Year to deliver the right support to the right students at the right time. These supports include:

- Attendance Monitoring and Incentive Programs: AmeriCorps members work closely with students to monitor and improve attendance through attendance initiatives, direct student coaching, and communication to parents and guardians.
- Behavioral Support: AmeriCorps members coach students toward behaviors and attitudes that reflect a strong, purpose-driven character through instruction in socio-emotional learning, near-peer coaching, and incentive programs.
- Course Performance in math and English: AmeriCorps members tutor students one-on-one and in small groups, implementing intervention programs that are integrated with the schools’ curricula in order to increase student academic performance. AmeriCorps members also support whole class instruction and lead out-of-class extension activities that complement classroom learning, which help to put students on a path towards college.

Service Activities

The figure below provides an example of how these services can be tailored in a particular school to support the growth of all students, while targeting the individual needs of students who require additional support:

	Attendance	Behavior	Course Performance
All Students (Tier 1)	<ul style="list-style-type: none"> • Morning greeting / before school activities • Attendance incentive and recognition programming • Student and community engagement 	<ul style="list-style-type: none"> • Classroom, hallway, and lunch behavior support • Positive behavior incentive and recognition programming 	<ul style="list-style-type: none"> • Classroom instruction support (enabling differentiated instruction) • Academic focused community engagement (e.g. Family Reading night)
Targeted Students (Tier 2)	<ul style="list-style-type: none"> • Attendance monitoring (phone calls home) • Attendance coaching 	<ul style="list-style-type: none"> • Behavior coaching • Leadership development activities 	<ul style="list-style-type: none"> • One-on-one tutoring • Small-group tutoring • Homework support before and after school

AmeriCorps members deliver these highly-integrated services throughout the day, from before the first bell through the conclusion of after school programming. AmeriCorps members coordinate with school level administrators and student support specialists to ensure that each student gets the support that they need. This full-time service provides a continuous, supportive presence throughout the day to build connections between students' classroom learning and their before and after school experiences. City Year teams ensure that students are attending morning or afterschool programs, and with the help of data, they can check to see that the students who are attending are those who need additional support. This aspect of the WSWC model:

- Increases the relevance of extended learning time to best meet the individual needs of students
- Deliberately links in-school learning and after school engagement opportunities.
- Maximizes the role of parents and community members to extend students' learning beyond the school campus
- Increases community service and character/leadership development opportunities that are linked to classroom learning

Note, while City Year is able to provide Tier 1 and Tier 2 services to eligible students, AmeriCorps members are not qualified to legally provide support to students that would be classified as Tier 3 and require professional case managed interventions.

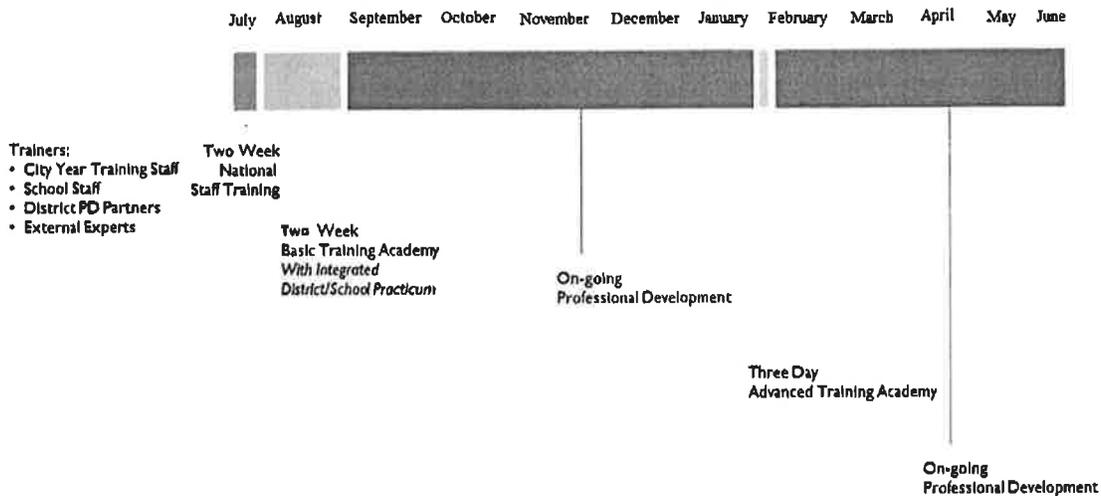
APPENDIX B: City Year Staffing and Leadership

A robust, local City Year leadership team will oversee all aspects of service provided to your district. This team is organized to streamline City Year’s communications with the District and school partners and to manage daily service delivery and the timely fulfillment of the partnership’s performance targets at both the district and school level. Key City Year team members include:

<p>City Year Executive Director: Operating from the local City Year office, the Executive Director will lead the site and will be responsible for City Year’s overall contribution to the district.</p> <p>Managing Director of Impact: The Managing Director of Impact will manage and develop the overall service partnership and oversee City Year’s program implementation, evaluation, and documentation of efforts. The Impact Director will also coordinate with City Year field staff and individual schools to ensure that school-level performance targets are being met.</p>	<p><i>Primary Liaisons to the School District</i></p>
<p>Program Managers: Impact Managers will serve as the primary liaison with each school partner, overseeing the daily execution of services at the school site. They will also be responsible for the preparation, ongoing management, and professional development of the AmeriCorps member teams.</p>	<p><i>Primary Liaison to Each School Partner</i></p>
<p>Team Leaders: A senior AmeriCorps member who has the experience and demonstrated leadership to lead the team of AmeriCorps members throughout their daily student support services.</p> <p>The national City Year network: City Year’s Headquarters office performs ongoing research, evaluation, and development of its services across all sites, based on leading education research. Additionally, City Year teams will be supported by a national network of City Year staff and AmeriCorps members working in over 200 schools, who share best practices on regular basis.</p>	<p><i>Other Partnership Support Staff</i></p>

Appendix C: AmeriCorps Member Training and On-Going Professional Development

City Year uses an experiential learning model to prepare AmeriCorps members to lead our educational interventions in schools, incorporating direct training, in-service observation and coaching, guided reflection, and frequent performance assessment and review. A sample training calendar for AmeriCorps members is provided below (note: specific dates and duration of training activities for your AmeriCorps members may vary).



Training topics include:

- Literacy and math content, support, and intervention strategies
- Attendance and behavioral support, and intervention strategies
- Ongoing data management and analysis
- Understanding the Response to Intervention (RTI) model and early warning indicator system
- Building a culture of achievement in the classroom and throughout the school community
- Youth development and learning theory
- Leveraging relationships with youth to boost achievement
- Understanding the underlying social factors that influence the local community
- Family engagement
- Partnering with teachers, instructional coaches, and administrators
- Developing positive, supportive relationships with youth to boost achievement
- AmeriCorps members' civic leadership development

Appendix D: School Operating Conditions for Success

Through extensive research involving numerous school visits and conversations with high-performing turnaround organizations and education experts, City Year has identified a set of operating conditions that enable integration of the WSWC model into each school's culture and structure, and thus maximizing the impact of City Year's service. When effectively implemented, these operating conditions allow City Year to fully realize its effect on student achievement.

1. A **school mindset and culture** in which administrators, faculty, and staff have a positive attitude toward the success of their students. AmeriCorps members work with school leadership to understand and advance the school culture.
2. A **data-informed tiered intervention strategy** to formally identify and track progress of focus list students based on early warning indicator data (attendance, behavior, and course performance in literacy/ELA and math). AmeriCorps members, teachers, and student support staff discuss data to identify students in need of moderate (Tier 2) support, and for referral for intensive (Tier 3) supports.
3. A **school organization that groups students into cohorts** that travel together throughout the day with teacher teams that can monitor progress across disciplines. AmeriCorps members are leveraged to follow one cohort of students through ELA and math courses, and each AmeriCorps member has a focus list of students in that cohort to provide Tier 2 support.
4. A **master schedule that allows for double-dosing** for students who are behind in math and ELA, and common planning time for teacher teams and AmeriCorps members.
5. An **attendance program** with defined policies, incentives for attending, and data-informed interventions for chronic absenteeism. AmeriCorps members are leveraged to support school-wide attendance initiatives and the consistent attendance of the students on their focus list.
6. A **behavior system** that uses data to identify students in need of commendation for positive behavior or intervention for poor behavior. AmeriCorps members have a defined role as positive behavior coaches to support the school-wide system.
7. A **family engagement program** that recognizes and engages parents as important partners in their child's education and welcomes them into the school. AmeriCorps members add capacity to existing efforts and initiate additional engagement opportunities, with specific attention to the families of students on their focus lists.
8. **Extended learning time** is available for students before school, after school, and/or during the school day to engage students in enrichment activities, tutoring, or other structured learning programs. AmeriCorps members can support the existing program structure and implement standard City Year offerings (e.g., service learning, enrichment clubs, targeted tutoring, and homework assistance).
9. An **instructional program** with a consistent curriculum, learning goals, and instructional pedagogy across the school. AmeriCorps members trained in curricula and accompanying intervention strategies coordinate with teachers to support instructional practice.
10. A full-time team of **core content specialists** that work closely with teachers to enhance content delivery, coordinate and evaluate intervention strategies, and advise on differentiating instruction in classrooms. These core content specialists provide training and support to AmeriCorps members for targeted interventions and classroom support.

11. **Training and professional development** that is provided to all staff and AmeriCorps members (when appropriate) on the school's instructional philosophy, data use and management, school culture programs, community and family involvement, and school-specific issues.
12. A team of **student support specialists** that provide sufficient social, emotional, physical, and academic support to all students in need of Tier 2 or Tier 3 support. AmeriCorps members meet regularly with the student support team to co-construct and monitor progress of City Year's Tier 2 interventions and refine Tier 1 support.

Appendix E: Data Sharing Agreement

In order for City Year to successfully implement the services described above and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

Use of Data

City Year uses student-level performance data in partnership with district and school personnel to:

- determine the scope and types of whole-school, in-class, and targeted student services it will provide;
- set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
- monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
- identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
- report on performance metrics to the school and the school district; and
- inform and refine our WSWC model design and improve overall quality of service.

Agreement Concerning Data Use

To ensure appropriate interventions are provided to the right students at the right time, City Year and the District agree to the following:

City Year agrees to:

- periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
- complete periodic reports on behalf of the partnership to City Year's stakeholders; including the school district and AmeriCorps.
- share evaluation reports from evaluations commissioned by City Year; and
- track key output data related to City Year's core services.

The District agrees to:

- provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
- help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
- facilitate and/or support the collection of student-level data as outlined below.

Data Access, Acquisition, and Requirements. From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:

- attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
- behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
- ELA and math assessment data (e.g. teacher-produces, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above.

Lastly, each school will complete surveys which will be used for reporting of City Year's impact. These include:

- mid-year and end-of-year principal, school liaison, and teacher surveys;
- end-of-year student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

Data Transfer Protocol

The District will assign a team representing technical and academic expertise ("District team") to work with City Year to establish the automated data transfer. The project timeline, services provided by City Year, and tasks required of the District Team will be finalized in a Statement of Work provided by City Year and agreed upon by the District. City Year will work with the District team to map their data system(s) to City Year's data feed specification. At that point, City Year will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol (SFTP) site hosted by City Year. Every time new data is published to the SFTP, City Year will validate the data, load the successful records into the City Year data system ("cyschoolhouse"), and send an email to the District team notifying them of potential errors.

City Year reserves the right to make changes to the Data Transfer Protocol in order to improve data transfer security, quality, and efficiency. Any changes will require City Year to notify the District and no changes will be made without review and approval from [DISTRICT DESIGNEE] or, in the case of staff turnover or reassignment, a jointly agreed upon District representative.

FERPA. City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. section 99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance of the WSWC model. City Year agrees to the following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31(Family Educational Rights and Privacy Act or FERPA): (1) City Year is performing a service or function for which the School District would otherwise use employees; (2) City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) City Year is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. section 99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. 99.31(a) and 99.35.

Ownership and Protection of Confidential Information

Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and, all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information,), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year Personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

APPENDIX F: AmeriCorps Prohibited Activities

Activities prohibited in AmeriCorps subtitle C programs

[59 FR 13808, Mar. 23, 1994, as amended at 70 FR 39607, July 8, 2005]

(a) While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

- i. Attempting to influence legislation;
- ii. Organizing or engaging in protests, petitions, boycotts, or strikes;
- iii. Assisting, promoting, or deterring union organizing;
- iv. Impairing existing contracts for services or collective bargaining agreements;
- v. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- vi. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- vii. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- viii. Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
- ix. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- x. Providing abortion services or referrals for receipt of such services; and
- xi. Such other activities as the Corporation may prohibit.

(b) Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

(c) Nondisplacement:

- i. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- iv. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - (i) Will supplant the hiring of employed workers; or

- (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- vi. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - (i) Presently employed worker;
 - (ii) Employee who recently resigned or was discharged;
 - (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (v) Employee who is on strike or who is being locked out.

Appendix G: Corporate Support for City Year

City Year is working to bridge the gap in high-poverty communities between the support students in the communities actually need and what their schools are able to provide. In doing so, our model is designed to provide additional human capital to support students as they progress from elementary through high school in order to continue to build the nation's urban graduation pipeline. As part of its service in schools, City Year works with a variety of external partners including, the Corporation for National and Community Service (AmeriCorps) and other federal entities, national and local philanthropies, corporate partners, and individual donors to bring additional resources into the schools where we work.

Corporate partners can provide support to City Year and its partner schools in three possible ways. First, they may provide financial support that makes it possible for City Year to provide its services at a reduced cost to schools. Second, corporate partners may operate their own community service and engagement programs that could benefit schools, students, and parents. Third, employees from corporate partners may be available to serve as school volunteers who can supplement the service of City Year AmeriCorps members at your schools.

Corporate partners will be subject to all relevant District and school policies. Subject to this condition, the District agrees to allow City Year to work with corporate partners to supplement its work under this Agreement.

Use of corporate volunteers to supplement City Year service

In conjunction with our AmeriCorps members, corporate volunteers are able to supplement a variety of Tier I attendance supports in your school, including joining in morning greetings, participating in attendance recognition programs, and leading community engagement events such as career fair nights. Volunteers can also supplement City Year's after-school programming, assist students with homework, provide students with additional tutoring and mentoring, and speak to students about career and professional paths.

Benefits of having corporate volunteers work with City Year in your schools include:

- Additional hands-on support for a greater number of underserved students who are in need of academic tutoring and extracurricular enrichment opportunities
- Help to broaden the horizon of our students by connecting them to careers and professionals that exist in their community and surrounding neighborhoods
- Connection to corporate partners and their employees who want to support schools and participate in meaningful, socially conscious activities

Corporate partners who serve as school volunteers will be subject to all District and school requirements regarding the activities of volunteers in schools.



**2015- 2016 Data Sharing Agreement Amendment:
Sacramento City Unified School District and City Year
August 13, 2015**

This Data Sharing Agreement (“Agreement”) shall commence on September 3, 2015 and conclude on June 16, 2016 and is by and between Sacramento City Unified School District a local education agency whose address is 5735 47th Avenue, Sacramento, CA 95824 and City Year, Inc., a 501(c)(3) organization located at 287 Columbus Avenue, Boston, MA 02116.

RECITALS

- A. **WHEREAS**, Sacramento City Unified School District, hereafter known as the “District”, is a local education agency that serves the residents of Sacramento, CA.
- B. **WHEREAS**, City Year is a 501(c)(3) nonprofit organization providing youth development and education support services.
- C. **WHEREAS**, City Year has previously entered into an agreement with Sacramento City Unified School District dated September 3, 2015 to provide AmeriCorps members to deliver research-based whole school supports and student interventions to the District.
- D. **WHEREAS**, to permit City Year to successfully implement the educational services for the District and improve student performance, it is essential that City Year have access to necessary student data to properly design, monitor, adjust, and measure the impact of the student support services provided.
- E. **WHEREAS**, the District has requested that City Year conduct certain studies to monitor the performance of students and schools receiving educational support services from City Year.
- F. **WHEREAS**, the Family Educational Rights and Privacy Act, (“FERPA”) permits the District to release personally identifiable records of a student under specified conditions to individuals or organizations on behalf of a board of education.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
 - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
 - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
 - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
 - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
 - report on performance metrics to the school and the school district; and
 - inform and refine our WSWC model design and improve overall quality of service.
2. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:

- periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
 - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
 - share evaluation reports from evaluations commissioned by City Year; and
 - track key output data related to City Year's core services.
3. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
- provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
 - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
 - facilitate and/or support the collection of student-level data as outlined below.
4. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:
- attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
 - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
 - ELA and math assessment data (e.g. teacher-produces, district interim and benchmark, district and state standardized tests);
 - ELA and math marking period grades and end-of-course grades;
 - ELA and math course assignments and grades (if available);
 - student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
 - class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in schools City Year serves for the data noted above.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:

- mid-year and end-of-year principal, school liaison, and teacher surveys;
- end-of-year student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

Data Transfer Protocol

The District will assign a team representing technical and academic expertise ("District team") to work with City Year to establish the automated data transfer. The project timeline, services provided by City Year, and tasks required of the District Team will be finalized in a Statement of Work provided by City Year and agreed upon by the District. City Year will work with the District team to map their data system(s) to City Year's data feed specification. At that point, City Year will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol (SFTP) site hosted by City Year. Every time new data is published to the SFTP, City Year will validate the data, load the successful records into the City Year data system ("cyschoolhouse"), and send an email to the District team notifying them of potential errors.

City Year reserves the right to make changes to the Data Transfer Protocol in order to improve data transfer security, quality, and efficiency. Any changes will require City Year to notify the District and no changes

will be made without review and approval from [DISTRICT DESIGNEE] or, in the case of staff turnover or reassignment, a jointly agreed upon District representative.

5. **FERPA.** City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. section 99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance of the WSWC model. City Year agrees to the following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31(Family Educational Rights and Privacy Act or FERPA): (1) City Year is performing a service or function for which the School District would otherwise use employees; (2) City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) City Year is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. section 99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. 99.31(a) and 99.35.

6. **Ownership and Protection of Confidential Information.** Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and, all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information,), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential

Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year Personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.

7. **No Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other.
8. **No Third Party Beneficiary.** This is not a third party beneficiary contract. No person or entity other than a party signing this Agreement shall have any rights under this Agreement.
9. **Severability.** In the event that any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, the remainder of this Agreement shall continue to be enforceable to the fullest extent permitted by law.
10. **Headings.** Any headings contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.
11. **Counterparts Permitted.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.
12. **No Waiver.** A party to this Agreement may, on a single occasion or on multiple occasions, waive or fail to require full and timely performance of any obligation arising under this Agreement. Such waiver or failure to require full or timely performance shall not be deemed a permanent waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing or other defense of any nature to any obligation arising hereunder.
13. **Choice of Law and Venue.** This Agreement shall be subject to, and interpreted by and in accordance with, the laws of the State of California.
14. **Notice.** Any notice, demand, or other communication under this Agreement shall be in writing and shall be delivered to the address of the party as set forth below:

If to: CITY YEAR Sacramento
Attn: Sonali Nijhawan
1414 K Street Suite 1000
Sacramento, CA 95814

If to: Sacramento City Unified School District
Attn: Jose Banda
5735 47th Avenue
Sacramento, CA 95824

15. **Entire Agreement and Amendment.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter and may not be modified or amended except by a written agreement specifically referring to this Agreement signed each party hereto.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to sign and deliver this Agreement on the day and year first above written.

Sacramento City Unified School District
Jose Banda
Sacramento City Unified School District Superintendent

Date

City Year, Inc.
Evelyn Barnes
Chief Financial and Administrative Officer

Date