



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1a

Meeting Date: September 20, 2012

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

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

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

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

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ACADEMIC OFFICE

A13-00032 Partnership	8/31/12 – 11/11/13: Sacramento City Unified School District (SCUSD) is embarking on significant work to bring about desired changes in mathematics achievement for SCUSD students, through the implementation of the Common Core State Standards in Mathematics. During the past two years, we have engaged teachers and school leaders in a robust model of professional learning to implement the Common Core Standards for English Language Arts (ELA). This model is characterized by inquiry-based professional learning sessions where teachers and school leaders: a) collaborate monthly to build a common understanding of the standards and develop plans for instruction and assessment, b) strengthen instructional practice with coaching and feedback from district training specialists, and c) continuously assess the impact of their instruction on student learning through examining student work. We have seen changes in teacher practice and beliefs about what students are capable of achieving. Because of this success, we are now expanding our Common Core implementation to mathematics utilizing the same professional learning model.	\$1,000,000 No Match
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We will engage in this work with our university partners at California State University, Sacramento and University of California, Davis. This year’s implementation will include teachers from the target grade levels (grades 3-8) from each elementary, K-8, and middle school from across the district; specifically, two teachers per focus grade level per school. To learn more about what is needed to support and sustain school-wide implementation, we will also identify 17 focus schools (12 elementary and 5 middle schools). These schools will serve as early implementation sites, and as such, all teachers in the designated grade levels will participate. The focal schools will also serve as demonstration sites where teachers and school leaders can go to learn and view models of effective implementation. A total of 536 teachers will participate in the project. Due to the magnitude of the required change in teacher practice and belief, teachers will receive on-going support from district mathematics training specialists and our university partners who will provide coaching, demonstration lessons, feedback, and resources for instructional planning.

SCUSD is also pleased to partner with the S.D. Bechtel, Jr. Foundation on this initiative to strengthen the quality of mathematics instruction in our district. Through this partnership and strategic shifts in our service, students within SCUSD will become better supported in meeting the rigorous demands of the new Mathematics Common Core Standards and subsequently develop the necessary skill sets to demonstrate career and college readiness. The Foundation has graciously awarded \$1 million to advance our efforts to implement the Mathematics Common Core State Standards.

CAREER AND TECHNICAL PREPARATION

A13-00033 California Department of Education	7/1/12 – 6/30/13: Carl D. Perkins Career and Technical Education Improvement Act of 2006 Grant. Funding to support the academic achievement of career and technical education students, and strengthen the connections between secondary and post-secondary education. Programs of study focus on current and emerging occupational opportunities.	\$468,350 No Match
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CHILD DEVELOPMENT

A13-00001.1 California Department of Education	California State Preschool Program Contract Amendment No. 1 increasing contract amount by \$291,596. Original contract for \$4,474,602 approved at July 19, 2012 Board meeting. Part- and full-day preschool programs are comprehensive, developmental programs for three to five-year-old children from low-income families. Programs emphasize parent education and encourage parent involvement. Activities are developmentally, culturally, and linguistically appropriate for the children served. Programs also provide meals or snacks to children, referrals to health and social services for families, and staff development opportunities. The district is reimbursed \$34.38 per child, per day.	Increase of \$291,596 New Total = \$4,766,198
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COMMUNICATIONS OFFICE

A13-00007 Educational Funding Partners, LLC	7/1/12 – 6/30/15: Exclusive Agency Agreement to assist district in negotiating and contracting for certain Marketing Rights (sponsorship through public and private partnerships with third parties, including advertising and naming placements on buildings, athletic and other facilities, team uniforms, events publications, websites, and school district activities).	80% of Marketing Rights Contracts (Revenue)
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ACCOUNTABILITY/SAFE SCHOOLS

SA13-00149 City of Sacramento Police Department	9/4/12 – 6/30/14: Supplemental Agreement to City of Sacramento School Resource Officers (SRO) Agreement. Supplemental Agreement extends term of original contract two (2) additional years and decreases amount of contract (staffing changes from 12 officers to 7 officers). SRO's work collaboratively with the district to address crime prevention and student/staff safety. SRO's are assigned to C.K. McClatchy, Hiram Johnson, John F. Kennedy, Luther Burbank, and Rosemont high schools; Rosa Parks and Will C. Wood middle schools; American Legion and Success Academy. SRO's work with staff in	\$989,550 General Funds
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identifying problem areas and focus on long-term solutions. The presence of SROs on campus ensures a safe environment.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by helping to provide safe, orderly campuses so that students and staff may engage in the learning process without disruption. Aligns with Pillar II, Family and Community Engagement, as the Sacramento Police Department is an important community partner which provides services and opportunities for families and staff to engage in safety planning, drug and alcohol awareness and crime prevention.

ADULT EDUCATION

SA13-00002
Laarni Gallardo, RN

7/1/12 – 6/30/13: To serve as Director to the Certificated Nursing Program and Deputy Director to the Vocational Nursing Program for Adult Education Programs.

\$85,800
Adult Education

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

SA13-00003
California Fire Fighter
Joint Apprenticeship
Committee

7/1/12 – 6/30/13: Agreement for Apprenticeship Program for Related and Supplemental Instruction (RSI) to California Fire Fighters at Charles A. Jones Career and Education Center. Apprenticeship funding for RSI is provided by California Department of Education for 40,056 hours @ \$5.06 per hour. The district retains 10% of the revenue generated by attendance in the program.

\$182,415
Adult Education
Funds

Strategic Plan: Align with Pillar II, Family and Community Engagement, and Pillar III, Organizational Transformation, by providing apprenticeship training to fire fighters and supporting teaching and learning. This is a long standing program at Charles A. Jones Career and Education Center.

FAMILY AND COMMUNITY ENGAGEMENT

SA13-00140
CITY YEAR

9/4/12 – 6/30/13: Agreement to work with the District to implement CITY YEAR’S Whole School, Whole Child Model to Leataata Floyd, Father 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

\$500,000
Title I and After-School
Education and
Safety Funds
\$75,000
In-kind match

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).

Teams of approximately ten trained young adults, on each campus, collaborate with teachers and administrators to work within the classroom and personalize the learning environment for off-track students, by providing research based literacy interventions designed to help students meet academic standards. In addition, Corps members serve to help improve student attendance and behavior through attendance monitoring and incentives, positive behavior support, and school wide programs and events.

CITY YEAR will also work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After-School Education and Safety (ASES) after-school programs at the abovementioned schools throughout the school year.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing students with a relevant, rigorous and well-rounded education. Supports Pillar II, Family and Community Engagement by engaging students, parents and families into schools and collaboration with community based organizations to support students during the school day and in out-of-school time learning.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Capital City Children’s Center	None	Recycle
	Joseph Bonnheim Elementary	None	Recycle
	Theodore Judah Elementary	None	Recycle
	Washington Elem Children’s Ctr	None	Recycle
Office Equipment	Joseph Bonnheim Elementary	None	Recycle
	Washington Elem Children’s Ctr	None	Recycle
Audio/Visual Equipment	Joseph Bonnheim Elementary	None	Recycle
	Washington Elem Children’s Ctr	None	Recycle

RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No. 702-0828 Lease-Leaseback Agreement* for Phoebe Hearst 4th R Portable Project

Recommendation: Award to Roebbelen Contracting
License No. 734124

Amount/Funding: \$76,627 (Reimbursed by City of Sacramento)

*The lease-leaseback project delivery method is authorized by California Education Code §17406, and authorizes the governing board, without advertising for bids, to enter into a lease with a builder for the purpose of construction, including remodeling and permanent improvements, upon property.

Results:

Contractor	Amount
Roebbelen Contracting, Inc.	\$76,627
Seward L. Schreder Construction, Inc.	\$155,631
Clark & Sullivan Builders	Declined to bid due to schedule
Kitchell Contractors, Inc.	Declined to bid due to project size
Landmark Construction	Declined to bid due to schedule
Sundt Construction	Declined to bid due to project size
Turner Construction	Declined to bid due to project size

EXCLUSIVE AGENCY AGREEMENT

This Exclusive Agency Agreement (“Agreement”) made as of this 1st day of July, 2012 (the “Effective Date”) by and between Education Funding Partners, LLC, a Colorado limited liability company, with place of business located at 14062 Denver West Parkway, Building 52, Suite 110, Golden, Colorado 80209 (hereinafter referred to as “Agent” or “EFP”) and Sacramento City Unified School District, a California public school district with its District office located at 5735 47th Avenue, Sacramento, California 95824 (hereinafter referred to as “District”) (collectively, the “Parties”).

WHEREAS, the Agent is in the business of assisting public agencies in fundraising and sponsorship through public and private partnerships with third parties which shall include, but are not limited to, sponsorship, advertising and naming rights (hereinafter referred to as “Marketing Rights”) for school districts and their buildings, athletic and other facilities, teams, uniforms, events, publications, websites, and school district activities (hereinafter “Property”); and

WHEREAS, District desires to engage Agent as District’s exclusive Agent for the purpose of negotiating and contracting for certain Marketing Rights for District’s Property and Agent is willing to accept such engagement, all upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Engagement. District hereby retains Agent as its exclusive agent for purposes of negotiating the terms and conditions of new Marketing Rights for the District’s Properties upon the terms and conditions set forth herein. In addition, District hereby retains Agent as its exclusive agent for purposes of renewing any Marketing Rights for any Property during the term of the Agreement, the consideration for which is equal to or greater than \$5,000 per school year for any single sponsor, at any single school site. District has certain Marketing Rights contracts and obligations to which it is obligated as of the date hereof (all such pre-existing Marketing Rights contract and obligations are listed on Exhibit A attached hereto) (“Pre-existing Contracts”). Other than in connection with a renewal of Marketing Rights, as described above and provided for herein, Agent shall not have any obligations with regard to, or rights to receive any compensation described hereunder in connection with the Pre-existing Contracts; provided however, that District and Agent may mutually agree to management, renewal or other services to be provided by Agent with regard to any such Pre-existing Contracts, which agreement shall be documented in a separate writing.

2. Term. The initial term of this Agreement (including any renewals thereof, the “Term”) shall commence on the Effective Date, shall continue in full force and effect for a period of three (3) years thereafter, and, subject to a., b. and c. below and payment of commissions pursuant to section 6.d. below, shall conclude on the third anniversary of the Effective Date.

Notwithstanding the foregoing sentence:

- a. Marketing Rights Extension/Tail. For any Marketing Rights agreements entered into by Agent on behalf of District that extend beyond the term of this Agreement, the provisions of this Agreement shall remain in effect with respect to that specific Marketing Rights agreement until the date of renewal or termination date of the Marketing Rights agreement.
 - b. Extension. Except as set forth in (c) below, with notice in writing no later than 90 days prior to the third anniversary of the Effective Date, the Term of this Agreement may be extended for two (2) additional years, upon mutual consent of the Parties. Said extension may be added as an addendum to this Agreement in writing signed by both Parties that will reflect the new Term.
 - c. Early Termination Option. District may terminate this Agreement at any time after 18 months from the Effective Date (“Early Termination Date”) in the event, as of the Early Termination Date, the District has not entered into Marketing Rights agreements which contractually commit to a total aggregate amount equal to at least a net revenue amount to District of One Hundred Thousand Dollars (\$100,000) pursuant to the terms of such Marketing Rights agreements; provided, that the party to any such Marketing Rights agreement is not in breach of payment before the Early Termination Date which would reduce the Marketing Rights agreements net revenue amount below One Hundred Thousand Dollars (\$100,000). In the event that any consideration for such Marketing Rights is in a form other than cash compensation (exchange of product or otherwise), for the purposes of the preceding sentence, the parties shall mutually in good faith, over a period not to exceed sixty (60) days, agree on the reasonable cash equivalent of such alternate compensation. If there is no such agreement, the Parties agree to split the cost of an appraisal expert in such valuations whose determination shall be binding on the Parties. The term “net revenue amount” shall mean revenues from the Marketing Rights agreements less commissions described in 6.a. Notice of the Early Termination Date shall be provided to Agent as set forth in section 11 and shall be effective 30 days from delivery of the notice.
3. The District’s Obligations.
- a. Materials. At District’s expense, the District shall provide the Agent with instructions and with documentation and information reasonably needed for the Agent to carry out the scope of the Agreement. Support requested by Agent under this provision shall be delivered by the District in a timely fashion.
 - b. Inventory and Pricing. District represents and agrees that the Property described on Exhibit B attached hereto shall be available inventory (“Available Inventory”) for which the Agent shall be entitled to exclusively negotiate permanent or temporary Marketing Rights at or above the pricing model for such Marketing Rights described on Exhibit C attached hereto. Agent shall be entitled to take photographs of all such Available Inventory for use in its promotional materials.

- c. Pre-Approved Sponsors. The companies listed on Exhibit D attached hereto (“Pre-Approved Sponsors”) shall be approved sponsors for the District. Agent shall be entitled to negotiate, subject to 4.c. below, for the sale of Marketing Rights to such Pre-Approved Sponsors without prior approval of District as described in Exhibit D. Exhibit D may be amended and updated from time to time by mutual written consent of District and Agent.
- d. Category Exclusivity. District understands and acknowledges that the Marketing Rights to be sold on the Property may be category exclusive (must not compete with other District Marketing Rights). District and Agent shall mutually conduct an analysis of the District’s existing Marketing Rights, if any, against the list of Pre-Approved Sponsors to determine if there is any duplicate category sponsors or areas of concern that would prevent the sale of category exclusive Marketing Rights to any Pre-Approved Sponsor. Any such conflicting or potentially conflicting existing Marketing Rights may be described as such on Exhibit A or other documentation. If Agent proposes to negotiate for the sale of any Marketing Rights to a non Pre-Approved Sponsor, it shall first consult with District to determine if there are any category exclusivity issues or conflicts with regard to such proposed sale.
- e. Property Access/Maintenance. Subject to satisfactory completion of any applicable security process of the District or required by law (to include fingerprinting and badge requirements), District agrees to allow reasonable access to its Property for Agent, its employees, or authorized representatives as needed for the Agent to perform its obligations under the Agreement and for periodic inspection. District agrees at its expense, not to exceed costs approved in District’s annual budget plan as approved by the Sacramento City Unified Board of Education (“Board”), to provide a reasonable level of support to Agent for basic implementation, basic maintenance and upkeep of any sold Marketing Rights by providing reasonable facilities personnel and grounds staff located at each Marketing Rights location, as needed and under District supervision, as reasonably requested by Agent. Agent acknowledges that the level of support will depend on the success in obtaining Marketing Rights agreements and is subject to District budget constraints.
- f. Periodic Performance Updates. To the extent reasonably required and provided it will not be unduly burdensome, District and Agent agree to meet and confer, either in person or by teleconference, at least once annually, and preferably quarterly, or monthly as marketing efforts warrant, regarding implementation and performance of the Agreement. Failure of the Parties to do so shall not constitute a breach of the Agreement.
- g. District Proposals. During the Term hereof, Proposals for Marketing Rights for District’s Properties received by District or District’s agents or representatives shall be referred to Agent.

- h. District Approvals. District shall have obtained all necessary approvals and shall have all rights to the Property necessary for Agent to perform its obligations hereunder and to sell the Marketing Rights.

4. The Agent's Obligations.

- a. Marketing. Agent shall use its commercial best efforts to find qualified third parties interested in purchasing Marketing Rights for District's Property. Without limiting the foregoing, in performing its obligations under this Agreement, Agent shall engage in an active marketing program and negotiate terms and conditions of the Marketing Rights for the District's Property in accordance with this Agreement. Agent shall prepare and share a description of its active marketing program with the District within 60 days of the Effective Date and bi-monthly thereafter.
- b. Images. Agent agrees that it will not use images that contain students in any marketing materials without the express written consent of the District and such student or such student's parents/guardians, as provided by law.
- c. Contracting. All agreements for Marketing Rights shall be between District and the applicable sponsor. District shall have the right to review and reject, in its sole discretion, any proposed advertising or copy that contains objectionable content for any reason, including, but not limited to, sexually explicit images, adult language or content of the appearance of drugs, alcohol or tobacco. In addition, District shall have the right to review and reject, in its sole discretion, any proposed advertising or copy for any reason or without reason. District shall have full discretion to reject any sponsor with or without cause. Agent will use its reasonable good faith efforts to refrain from soliciting business from brands or sponsors that are inappropriate for a family audience. District agrees to use reasonable good faith efforts to assist Agent in negotiating a reasonably acceptable agreement with Pre-Approved Sponsors and any other sponsors reasonably acceptable to District. Once Agent has determined that the proposed Marketing Rights agreement for any sponsor is substantially complete, Agent will present all Marketing Rights proposals to District for its approval. District and Agency agree that prior to execution of a Marketing Rights proposal or agreement, District will give Agent written approval of such Marketing Rights proposal. Pursuant to Education Code section 17604, District's Board Policy and any other applicable laws and regulations, Agent may not contractually commit to the sale of Marketing Rights unless and until the District has obtained Board approval or Superintendent approval as authorized by the Board. Agent hereby agrees that it shall not contractually bind or otherwise obligate the District in any way in connection with or during the course of negotiations concerning the Marketing Rights of the District's Property.

5. Relationship of the Parties. The Agent shall perform its services under this Agreement as an independent contractor. This Agreement shall not be deemed to create any association, partnership, or joint venture with the District. The Agent agrees that it will not hold itself out as a partner, joint venturer, or employee of the District by reason of the Agreement. During the

term of this Agreement, so long as Agent's obligations are not adversely affected or otherwise impaired under the Agreement, Agent may accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of District.

6. Payment of Commissions.

- a. Commissions. For and in consideration of the services to be rendered hereunder, for each Marketing Rights agreement entered into by the District after the Effective Date, EFP shall be entitled to and shall be paid as follows as such amounts are received:
 - i. An initial activation fee equal to 5% of the gross amount of the first 12 months of payments due and paid regardless of the duration or extension of a Marketing Rights agreement; and
 - ii. A commission equal to twenty percent (20%) of all remaining payments due and paid.
 - iii. In a situation where the sale of Marketing Rights was brought about wholly or partially by the efforts of others but ultimately assumed by EFP, EFP shall receive full commission. However, the activation fee described in subsection a.i. above shall be waived when the District generates a sponsor lead for EFP that EFP turns into a contract with annual sponsorship contributions to District greater than \$100,000. A lead shall be considered such when EFP is given an introduction to the sponsor prospect by the District. EFP shall also be entitled to a commission even if the District or District's agents negotiate the sale of Marketing Rights directly with any entity or individual but EFP ultimately assumes the negotiation and implementation of such an agreement.
- b. Expenses Related to Implementation of Marketing Rights. The posting and printing costs of the advertising materials and the third party installation expenses related thereto will be billed to, and paid by, the sponsors unless otherwise agreed to by the District in the Marketing Rights agreement. Any hard construction costs, including any necessary construction planning documents, related to infrastructure improvements for the Property to enable the display of the advertising materials (e.g., costs of lighting, site preparation, poster frames, holders, etc.) will be paid by the District to the extent not performed by the District's employees.
- c. Payment of Commissions and Payment to District. All agreements for Marketing Rights shall designate EFP as the payee for all payments due under such Marketing Rights agreements. The Agent shall invoice, as necessary, collect, and enter amounts due to the District and keep records for review by the District regarding its share of the consideration due from the Marketing Rights agreements, less commissions as set forth in section 6.a. The Agent shall remit to the District amounts due to the District within 45 calendar days of receipt of the consideration received under the Marketing

Rights agreements. No commission shall be earned and paid to Agent unless the full amount is collected under a Marketing Rights agreement, including the Agent's commission and the District's share of the proceeds. EFP shall not be responsible for payment of expenses described in 6.b. Accordingly, the District's share of the consideration due from the Marketing Rights agreements shall be the revenues generated by the Marketing Rights agreements less commissions paid to EFP under section 6.a. (the net revenue amount).

- d. Termination of Agreement; Payment of Commissions. Upon termination of the Agreement, Agent will continue to be entitled to payment of commissions due and paid for Marketing Rights agreements approved under the Agreement until the Marketing Rights agreements terminate or until the date of renewal of such agreements; provided, no commission shall be earned and paid to Agent if the party to the Marketing Rights agreement fails to pay all of the consideration due, including the Agent's commission and the consideration to be paid to the District, for the District's share of the proceeds. The term "proceeds" shall mean the net revenue amount wherever referenced in the Agreement.

Miscellaneous Provisions

7. Headings; Cross-References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All cross-references in this Agreement, unless expressly directed to another agreement or document, shall refer to the provisions in this Agreement and shall not be deemed to be references to any other agreements or documents.

8. Gender and Number. As the context requires, as used in this Agreement, the masculine, feminine and neuter genders, and the singular and the plural, include one another.

9. Severability. If any term or provision of this Agreement, or the application thereof to any entity, person or circumstances, shall to any extent be invalid or unenforceable, the same shall be reduced in scope and coverage to the extent necessary to render the same valid and, if that is not possible, the remainder of this Agreement, or the application of such term or provision to any entity, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid, and be enforced to the fullest extent permitted by law.

10. Assignment. Neither Party shall transfer or assign its rights or obligations under this Agreement without the other Party's prior written consent. District is relying upon the expertise of Agent pursuant to Agent's letter of transmittal of May 3, 2012. Assignment will only be considered by the District if equivalent expertise and marketing ability of the principals assigned to the Agreement is replaced by any proposed assignee of the Agent.

11. Notice. Delivery of notice may be accomplished by any one of the following methods: (1) personal service; (2) certified mail, return receipt requested, deposited in the U.S. Mail; (3)

facsimile notice with proof of transmission; and (4) overnight mail with proof of delivery. Notice, as of the Effective Date, shall be delivered to the following addressees:

DISTRICT:	AGENT:
Sacramento City Unified School District	Education Funding Partners
Attn: Jonathan Raymond, Superintendent	Attn: Mickey Freeman, President & CEO
5735 47th Avenue	14062 Denver West Pkwy, Bldg 52, Ste. 110
Sacramento, CA 95824	Golden, CO 80401
Fax: (916) 643-9090	Fax: (303) 900-4149

Changes regarding the above notice provisions shall be communicated by the same delivery method.

12. Jurisdiction and Venue. Subject to section 18 below, the Parties to this Agreement consent to the jurisdiction of all federal and state courts in California, and agree that venue shall be exclusively in Sacramento California. The rights and obligations of the Parties shall be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of the state of California,

13. Counterparts; Copies of Signatures. This Agreement may be executed in counterparts, with signature of each such counterpart being deemed signature to all such counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Copies of signatures shall have the same force and effect as original signatures.

14. Waiver. No action other than a notice by one Party to the other specifically stating that such notice has the effect of waiver, shall constitute a waiver of any particular breach or default of such other Party. No such waiver notice from either Party shall waive the other Party's failure to fully comply with any other term, condition, or provision of this Agreement, irrespective of any knowledge any officer, employee, or agent may have of any breach or default of, or noncompliance with, such other term, condition, or provision. No waiver of full performance by either Party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

15. Surviving Provisions. In the event of termination of this Agreement for any reason, the Parties agree that any representations and warranties made under this Agreement and the indemnification provisions for any claims, demands, causes of action, suits or judgments by third parties or losses, liabilities, costs or expenses which may arise on or before the date of termination shall survive termination.

16. Indemnification.

- a. To the fullest extent allowed by law, District shall defend, indemnify and hold harmless Agent and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by District

or its directors, officers agents, employees, volunteers or guests arising from District's duties and obligations described in this agreement or imposed by law.

- b. To the fullest extent allowed by law, Agent shall defend, indemnify and hold harmless District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Agent or its directors, officers agents, employees, volunteers or guests arising from Agent's duties and obligations described in this agreement or imposed by law.

17. Insurance. In addition to the indemnification provisions by Agent, Agent shall provide proof of errors and omissions and liability insurance to the District with the District as an additional insured in a sum not less than \$1,000,000 per occurrence. A certificate of insurance, or equivalent proof of insurance, shall be provided to the District. The certificate of insurance shall contain language that any notice of cancellation shall be provided to the District.

18. Alternative Dispute Resolution ("ADR"); Mediation. In the event of a dispute regarding interpretation or enforcement of the Agreement, if the Parties agree, mediation will attempt to resolve the dispute. If mediation is not elected by the Parties or does not resolve the dispute, the Parties agree to binding arbitration under the rules of the American Arbitration Association ("AAA") in Sacramento or San Francisco, California as determined by the District. The Parties may consent to the use of an alternative private mediation/arbitration service in lieu of the AAA such as Judicial Arbitration & Mediation Services (JAMS). Equitable remedies, to the extent not available under binding arbitration, may be pursued in court by either Party.

19. Contract Interpretation. The rule of construction that the Party which drafted the Agreement shall be subject to a more restrictive interpretation of the Agreement's provisions shall not apply. Each Party has had the opportunity to consult with counsel and the Agreement is the result of negotiated provisions provided by the Parties.

20. Entire Agreement/Exhibits. This Agreement, together with the Exhibits attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties and shall become a binding and enforceable Agreement between the Parties hereto and their respective successors and permitted assigns. The Exhibits hereto shall be updated and revised periodically as required and shall become a part of this Agreement upon mutual written acknowledgment and agreement with such revised Exhibits. No prior verbal or written agreement shall survive the execution of this Agreement. In the event of a modification of this Agreement, the modification shall be in writing and shall be signed by the Parties in order for the same to be binding upon the Parties.

21. Operative Date. The operative date ("Operative Date") for enforcement of the rights, duties and obligations of the Parties will commence upon ratification and the completion of Exhibits A, B and C.

22. Ratification. The Agreement is enforceable as of the Operative Date provided it is ratified by the District's Board of Education and executed by the Agent. Execution of the

Agreement may occur after ratification and may be signed by either an officer of the Board of Education or the Superintendent of the District.

IN WITNESS WHEREOF, the Parties have executed, or caused this Agreement to be executed by their duly authorized representatives, as set forth below.

DISTRICT:

Name: Patricia A. Hagemeyer
Title: Chief Business Officer

Date:

AGENT:
Education Funding Partners, LLC

Name: Mickey Freeman
Title: CEO

Date:

EXHIBIT A

Pre-Existing Contracts

(* next to name indicates potential exclusivity conflict with Pre-Approved Sponsors)

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EXHIBIT B

Available Inventory

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EXHIBIT C
Pricing

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EXHIBIT D
Pre-Approved Sponsor List

1	AT&T	26	FedEx/Kinko's
2	Verizon	27	UPS
3	Sprint Nextel Corporation	28	OfficeMax
4	Bank of America	29	Staples
5	Wells-Fargo	30	Barnes & Noble
6	Ford Motor Company	31	Borders Books
7	General Motors	32	Foot Locker
8	Goodyear	33	PetSmart
9	Autozone	34	3M
10	Hewlett-Packard	35	General Electric
11	IBM	36	Sony
12	Dell	37	Nike
13	Microsoft	38	Adidas
14	Apple	39	Reebok
15	eBay	40	Levi's
16	Google	41	Gap
17	Yahoo	42	Old Navy
18	Sam's Club	43	Johnson & Johnson
19	Costco	44	Humana
20	Target Corporation	45	Procter & Gamble
21	Walgreens	46	Motorola
22	Rite-Aid	47	Blackberry
23	Sears Holdings Corporation	48	Texas Instruments
24	Home Depot	49	GEICO
25	Lowe's	50	Under Armour

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SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Agreement for Peace Officer Assignment between the City and SCUSD (SA 10-00185, 2009-0908) **Date:** 8/9/2012
Purchase Order #: **Supplemental Agreement No.:** 2009-0908-2

The City of Sacramento ("City") and Sacramento City Unified School District (SCUSD) ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number _____, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

- See attached Exhibit A-2.
- See attached Exhibit B-2 for updated Salary and Benefit Cost Schedule.
- See attached Exhibit C-2 for updated Billing Schedule.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is **increased/decreased** by \$849,437, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$6,906,156</u>
Net change by previous supplemental agreements:	<u>\$454,437</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$7,360,593</u>
Increase/decrease by this supplemental agreement:	<u>-\$849,437</u>
New not-to exceed amount including all supplemental agreements:	<u>\$6,511,156</u>

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager
Approved By:

City Attorney

Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk

Scope of Work

City agrees to assign seven (7) officers and one (1) sergeant (collectively the "Police Officers") as the minimum staffing level under this Agreement.

Notices

Additionally, any written communication required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the City as follows:

TO CITY: Sacramento Police Department
ATTN: A/Captain Kathy Lester
5770 Freeport Blvd., Suite 100
Sacramento, CA 95822
Phone: (916) 808-0800
Fax: (916) 808-0818

School Resource Officer: Basic Function and Representative Duties

SRO Services shall be provided, as a first priority to the District's five (5) comprehensive high schools and American Legion Continuation School in conjunction with the Success Academy. SRO Services shall be provided, as a second priority, to Will C. Wood and Rosa Parks Middle Schools. The City and District understand that exigent circumstances at District campuses may require the City to redeploy Police Officers that may cause a temporary discontinuation of SRO Services at the comprehensive high schools at any time during the school year. All other District campuses will be considered non-SRO covered sites and will be subject to a general law enforcement response when needed.

Notwithstanding this amendment, all other aspects of the original Agreement with approved extension options shall remain intact and unchanged.

SCHOOL RESOURCE OFFICER (SRO) SALARY & BENEFIT COST AND FLEET MAINTENANCE COST¹

Salary & Benefits Costs	Year 1: ² 2009-2010		Year 2: 2010-2011		Year 3: 2011-2012		Year 4: ³ 2012-2013		Year 5: 2013-2014
	Starting Costs		Sep - Dec	Jan - Jun	Sep - Dec	Jan - Jun	Sep - Dec	Jan - Jun	Sep - Jun
SRO Annual	\$125,723								
SRO Annual x 7	\$880,060								
SRO Sgt Annual	\$164,235	2009-0908	2009-0908-1		2009-0908-1		2009-0908-2		2009-0908-2
SRO & Sgt Annual	\$1,044,295								
80% Pro Rate ⁴	\$835,436								
Monthly Billing		\$118,597	\$128,623	\$131,196	\$132,508	\$133,833	\$84,379	\$86,488	\$89,083
Period Sub Total		\$1,189,570	\$514,493	\$787,174	\$530,030	\$802,996	\$337,516	\$518,931	\$890,831
Salary & Benefits Total		\$1,189,570		\$1,301,667		\$1,333,027		\$856,447	\$890,831
Overtime Hourly Billing									
Officer		\$63.97	\$63.97	\$65.25	\$65.90	\$66.56	\$67.23	\$68.91	\$70.98
Sergeant		\$83.25	\$83.25	\$84.92	\$85.77	\$86.63	\$87.50	\$89.69	\$92.38
Overtime Estimate (600 hrs)		\$76,764	\$30,706	\$46,980	\$31,632	\$47,923	\$16,135	\$24,808	\$42,587
Period OT Estimate⁵		\$76,764		\$77,685		\$79,555		\$40,943	\$42,587
Salary Adjustments⁶		0%	0%	2%	1%	1%	1%	2.5%	3%
Fleet Maintenance Costs⁷									
Monthly Rate per Vehicle	\$1,200	\$1,200	\$1,200				\$1,200		
Monthly Cost for 8 Vehicles	\$14,400	\$14,400	\$15,600				\$9,600		
Annual Cost for 8 Vehicles	\$172,800	\$172,800	\$187,200				\$115,200		
80% Pro Rate	\$138,240	\$138,240	\$149,760				\$92,160		
Fleet Total Costs		\$138,240		\$149,760		\$149,760		\$92,160	\$92,160
Total Salary, Benefits & Fleet	\$6,511,156	\$1,404,574		\$1,529,112		\$1,562,342		\$989,550	\$1,025,578

1 All costs have been rounded to the nearest dollar.

2 Years 1 – 3 reflect previously agreed upon salary exhibits in Agreements 2009-0908 and 2009-0908-1

3 Years 4 and 5 reflect staffing changes from 12 Officers and 1 Sergeant to 7 Officers and 1 Sergeant, per this Supplemental Agreement.

4 80% Pro Rate reflects charges for months that coincide with the school year.

5 The Overtime Estimates for Years 1-3 were 1200 hours per year; with the staffing reductions, the Overtime Estimates for Years 4 and 5 were reduced to 600 hrs per year

6 Scheduled salary adjustments are derived from the City's Agreement with the Sacramento Police Officers Association.

7 Years 1 – 3 reflect previously agreed upon Fleet Maintenance costs in Agreements 2009-0908 and 2009-0908-1.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (SCUSD) BILLING SCHEDULE^{1,2}

Year 1: 2009 – 2010						
Salary & Benefits	Sep – Dec	Jan – Mar	Apr – Jun	Annual Total		
Fleet	\$475,827	\$356,871	\$356,871	\$1,189,569		
Estimated Overtime	\$46,080	\$46,080	\$46,080	\$138,240		
Invoice Sub-Total	\$30,706	\$23,029	\$23,029	\$76,764		
	\$552,613	\$425,980	\$425,980	\$1,404,573		
Year 2: 2010 – 2011						
Salary & Benefits	Sep – Dec	Jan – Mar	Apr – Jun	Annual Total		
Fleet	\$514,493	\$393,587	\$393,587	\$1,301,667		
Estimated Overtime	\$49,920	\$49,920	\$49,920	\$149,760		
Invoice Sub-Total	\$31,075	\$23,305	\$23,305	\$77,685		
	\$595,488	\$466,812	\$499,812	\$1,529,112		
Year 3: 2011 – 2012						
Salary & Benefits	Sep – Dec	Jan – Mar	Apr – Jun	Annual Total		
Fleet	\$530,029	\$401,499	\$401,499	\$1,333,027		
Estimated Overtime	\$49,920	\$49,920	\$49,920	\$149,760		
Invoice Sub-Total	\$31,633	\$23,961	\$23,961	\$79,555		
	\$611,458	\$475,049	\$475,049	\$1,562,341		
Year 4: 2012 – 2013						
Salary & Benefits	Sep – Dec	Jan – Mar	Apr – Jun	Annual Total		
Fleet	\$337,517	\$259,465	\$259,465	\$856,447		
Estimated Overtime	\$36,864	\$27,648	\$27,648	\$92,160		
Invoice Sub-Total	\$16,135	\$12,404	\$12,404	\$40,943		
	\$390,516	\$299,517	\$299,517	\$989,550		
Year 5: 2013 - 2014						
Salary & Benefits	Sep – Dec	Jan – Mar	Apr – Jun	Annual Total		
Fleet	\$356,333	\$267,249	\$267,249	\$890,830		
Estimated Overtime	\$36,864	\$27,648	\$27,648	\$92,160		
Invoice Sub-Total	\$17,035	\$12,776	\$12,776	\$42,587		
	\$410,232	\$307,673	\$307,673	\$1,025,578		

¹ All costs have been rounded to the nearest dollar.

² Invoice amount may change due to authorized overtime costs. Overtime expenses will be itemized on each invoice.



SERVICES AGREEMENT

Date: July 1, 2012 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and LAARNI GALLARDO, RN., B.S.N. (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.

D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below:

- A. To act as Director to the Certificated Nursing Assistant (C.N.A.) and Director Vocational Nursing (VN) Program.
- B. Hold a current California active license as a registered nurse, hold a baccalaureate degree from an accredited school, have a minimum of three years as a registered nurse (one year shall be in clinical and teaching supervision, and have coursework from an accredited instruction in administration, teaching and curriculum.
- C. Work with administration and staff to develop nursing programs under his/her direction, including curriculum, screening and selection criteria and evaluation methodologies.
- D. Ensure that implemented curriculum meets with the California Board of Nursing regulatory standards.
- E. Assist with recruitment and training of associated staff for the C.N.A./VN programs.



- F. Secure and coordinate with host sites for clinical training for the C.N.A./VN programs.
- G. Have clear TB and fingerprint results on file in the District Office prior to working with staff and students.
- H. Prepare a monthly invoice that corresponds with hours worked.

ARTICLE 2. TERM.

This Agreement shall commence on 07/01/2012 and continue through 06/30/2013 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: \$65 per hour per day of services as may be requested by District, not to exceed a maximum of 110 hours//month of service. Total fee shall not exceed \$85,800

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Charles A. Jones Career and Education Center, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

The relationship between the parties under this Agreement shall be one of independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.



The Contractor and their employees or agents rendering services under this agreement shall ~~not be employees of the District for federal or state tax purposes, or for any other purpose.~~ The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony. If the District determines that more than limited contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District.

District has determined that services performed under this Agreement will result in contact with pupils. Contractor shall obtain fingerprinting clearance for *all* employees before services can begin. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification before services begin, or within thirty days after execution of this Agreement, whichever occurs first, will result in immediate termination.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

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



ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and 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 Contractor to the District.

ARTICLE 10. TERMINATION.

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

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

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such 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 Agreement, 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.

ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

ARTICLE 12. NOTICES.



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

District:
Sacramento City Unified School District
PO Box 246870
Sacramento CA 95824-6870
Attn: Donna Philp, Coordinator III

Contractor:
Laarni Gallardo
Tax ID:562-87-7369
24 Press Court
Elk Grove, CA 95758

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Agreement, the prevailing party shall be entitled to recover its attorney's fees and



reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 17. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18. RULES AND REGULATIONS.

All rules and regulations of the District’s Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 19. CALIFORNIA LAW.

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

ARTICLE 20. RATIFICATION BY BOARD OF EDUCATION.

Pursuant to the provisions of Education Code section 39656, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2590, this Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

By: _____

Patricia A. Hagemeyer
Chief Business Officer

Date

By: Laarni Gallardo
Signature

Laarni Gallardo, RN, B.S.N.

August 27, 2012
Date

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIRE FIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2012, by and between the Sacramento City Unified School District, hereinafter referred to as "District", and the California Fire fighter Joint Apprenticeship Committee, hereinafter referred to as "CFFJAC".

WHEREAS, the CFFJAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Department of Education to conduct related and supplemental instruction training programs; and,

WHEREAS, the CFFJAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshalls, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technician, and Heavy Fire Equipment Operator, and; with participating departments under agreements as determined by the CFFJAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2012, through June 30, 2013.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CFFJAC.
2. The District shall contract with the CFFJAC for all instructional and training services provided in accordance with the CFFJAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 40,056 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CFFJAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with Section 8152 of the California Education Code. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in Education Code Section 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education. The District has no obligation for any services, which may have been provided by the CFFJAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CFFJAC of any such non-allocation at the earliest possible date.
3. The District shall disburse funds that have been received from the State and owed to the CFFJAC within 30 days of receiving a CFFJAC invoice based upon reported attendance.

4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to Sections 8152 and 8153 of Article 8, Chapter 1, Part 6, Title I, of the California Education Code or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CFFJAC

1. The CFFJAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CFFJAC. The CFFJAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in Section 8153.5, Article 8, Chapter 1, Part 6, Title I of the California Education Code.
2. The CFFJAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CFFJAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CFFJAC shall maintain and submit to the District, records of individual apprentices' attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Sacramento City Unified School District
Attn: Donna Philp, Coordinator III
5451 Lemon Hill Avenue
Sacramento, CA 95824


California Fire Fighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Program Director
1780 Creekside Oaks Drive, Suite 201
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CFFJAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CFFJAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CFFJAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job related reason. Each member of the CFFJAC, its staff, and the Sub-JACs will extend good faith efforts in accomplishing the goals of the Training Program and the departments' affirmative action plan.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Sacramento City Unified School District

California Fire Fighter
Joint Apprenticeship Committee



Patricia A. Hagemeyer, Chief Business Officer

Dan Terry
Chair

Date: _____

Date: 8-17-12

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 September 4TH, 2012 (“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 Jedediah Smith, Father Keith B. Kenny, Oakridge, Rosa Parks and Fern Bacon schools 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, enhance literacy opportunities and improve academic performance and attendance for the students; and

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) after school programs at the abovementioned schools throughout the 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 priority schools- Jedediah Smith, Father Keith B. Kenny, Oakridge, Rosa Parks and Fern Bacon schools; CITY YEAR and DISTRICT will adhere to the mutually developed CITY YEAR and SCUSD Agreement- Attachment B:

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 \$75,000 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 within 15 days of 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 September 4th, 2012, through June 30, 2013. 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:

Patricia A. Hagemeyer, Chief Business Officer
Sacramento City Unified School District

Date

CITY YEAR:

By:

Authorized Signature

Date

Print Name: _____

Title: _____

Attachment A*

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
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 designee.
5. Attend and provide monthly reports at the Youth Engagement Advisory Board meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.
6. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
7. Communicate progress of project/partnership development on a timely and consistent manner to the District.
8. Communicate new partnership opportunities with the District.
9. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
10. Provide a site lead and sufficient staffing to maintain a 20:1 student/staff ratio.
11. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
12. Act as liaison with parents in supporting the family and community engagement
13. Other areas agreed upon and specified in the program plan.

**City Year Sacramento
and
Sacramento City Unified School District**

1. AGREEMENT

1.1. Agreement

This Agreement, along with all Appendices (the "Agreement") is entered effective on approval by City Year Sacramento ("City Year") and Sacramento City Unified School District ("District") (collectively, the "Parties").

1.2. Partnership Commitment by City Year to District

City Year will partner 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 ("Corps Members") 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 (the "School Partners"), 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").

1.3. Scope of Partnership for Student Achievement and Success

1.3.1. School Years: This Agreement shall be for the 2012-2013 school year and two additional school years, subject to early termination as provided in Section 10 below.

1.3.2. Whole School, Whole Child: For the consideration stated herein, City Year agrees to support the full time service of 5 teams of 7-14 AmeriCorps Members to implement the Whole School, Whole Child Model in 5 schools within the District for each school year. The scope of services may vary as to each School Partner and, when agreed upon by the Parties, will be reduced to writing and incorporated as Appendix F. No payment shall be made to City Year until Appendix F is completed for each School Partner. The ten (10) month commitment by City Year shall mean an average minimum of 170 hours per month for each AmeriCorps Member for the ten (10) month period per school year. City Year will maintain time records pursuant to Section 2.4, or the equivalent as agreed to by the District, to verify such performance for services. Copies of such records shall be shared with the District and shall be subject to accounting or auditing by the District.

1.4. Partnership Goals

1.4.1. City Year Outcome Objectives: In partnership with the District, City Year will deliver services as described in the Agreement and as approved by the District in order to support the following outcomes that research proves are indicators of increased likelihood of high school graduation:

- Improved student attendance;
- Improved positive student behavior; and
- Higher achievement in ELA/literacy and math.

1.4.2. School Specific Goals: City Year shall, in conjunction with the District, develop criteria by which to gauge and measure whether it meets targeted goals of improving student attendance, student behavior and coursework.

1.4.3. District Specific Goals: District reserves the right to establish additional goals for its five low-performing schools.

1.5. Program Participation

1.5.1. District Participation: The District, acting on behalf of the School Partners, agrees to partner with City Year to implement the Model in accordance with the terms of this Agreement. The District agrees to support the Conditions for Partnership Success as described in Section 5.

1.5.2. City Year Participation: City Year agrees to support the implementation of the Model in coordination with each School Partner and the District as provided in this Agreement.

2. RESPONSIBILITIES OF CITY YEAR

2.1. Implementation of the Whole School, Whole Child Model

City Year will implement the Whole School, Whole Child Model as described in Appendix A with the leadership and staff of each School Partner according to the terms agreed upon in Appendix F and this Agreement. The Model, this Agreement and Appendix F shall be reviewed annually or more frequently as needed for possible revisions, concurred in by the District, due to implementation experiences and local circumstances.

2.2. Leadership and Management

City Year is led by a team of professionals who are committed to the terms of the Agreement and the success of the partnership with the District overall, as described in Appendix A. This leadership team agrees to:

- Recruit, prepare and manage diverse teams of AmeriCorps members for service with School Partners;

- Facilitate partnership communications, planning and assessment with the District and each School Partner; and
- Ensure that all appropriate District and School Partner personnel sufficiently understand the City Year Model, Objectives, and Operating Conditions for Partnership Success.

2.3. Preparation and Management of Corps Members

2.3.1. Training: City Year agrees to prepare corps members for successful implementation of the Whole School, Whole Child Model by:

- Providing Corps Members with start-of-year and on-going training to prepare them for their service to the school;
- Co-facilitating a process with the leadership of each School Partner for integrating the City Year team into the school; and
- Coordinating with the District to include applicable City Year leadership and Corps Members in necessary trainings on district-wide strategies and curricula.

2.3.2. Management: City Year will provide a full-time professional staff member to oversee and support each team, including preparation, training and on-going performance management.

2.3.3. Corps Member Role, Obligations and Restrictions: City Year will ensure that each Corps Member and all School Partner staff understand the role, obligations and restrictions of Corps Members as described in the Program Model and AmeriCorps Federal Regulations (Appendices A and B).

2.3.4. Termination of Service Term: In the event that a Corps Member is unable to complete his/her responsibilities to the team, the number of Corps Members assigned to the project team will not be supplemented. City Year agrees to commit fifty (50) City Year Corps Members in consideration for the annual payment of \$500,000. If the number falls below fifty (50), there shall be a pro rata adjustment to the annual fee payment of \$500,000. If City Year releases a Corps Member for cause, the District and the School Partner will not be able to require City Year to reinstate the member.

2.3.5. Criminal History Check: City Year will ensure that Corps Members undergo criminal history checks compliant with AmeriCorps Federal regulations (Appendices A and B). City Year will share details and/or results of these checks with the School Partner and/or District as requested. If the District requires additional checks, the District may conduct its own checks on Corps Members at its own expense, but, to the extent permitted by law, must be willing to share the results with City Year within a prompt timeline.

2.4. Accountability and Reporting

- 2.4.1 AmeriCorps Reporting:** As an AmeriCorps program, City Year is held accountable to the performance metrics and outcomes identified in its AmeriCorps contracts and must adhere to the regulations and reporting requirements of its federal sponsors. These include reporting on number of students served, hours of service provided to each student, and number of students that improved in attendance, behavior, and coursework. Reports are submitted to City Year's granting agency quarterly or bi-annually. Copies of such reports shall be shared with the District.
- 2.4.2. Reporting to Stakeholders:** City Year will report outcomes for City Year school-based initiatives to funders, team sponsors, and other partners, in accordance with the data confidentiality agreement described in Section 4. All data will be reported in aggregate.
- 2.4.3. Sharing Results:** City Year will share results on relevant initiatives with the District and School Partners on a regular basis.

3. RESPONSIBILITY OF DISTRICT

3.1. Primary District Liaison

The District will designate a primary liaison, with sufficient time, requisite authority and appropriate capabilities to manage and provide support for the partnership throughout the service year. The liaison will regularly meet with City Year leadership, along with other relevant District leaders, to support optimal City Year integration and the advocate for the requisite Conditions of Partnership Success for maximum impact at each School Partner site.

The Primary Liaison will be the Chief Family and Community Engagement Officer.

- 3.1.1. Primary Partner School Liaison:** Each Partner School will provide a yearlong primary liaison with sufficient time, requisite authority and appropriate capabilities to manage the partnership and ensure that Corps Members' implementation of the Whole School, Whole Child model is supported in accordance with the Agreement. This liaison will be identified through Appendix F for each School Partner.

3.2. Support and Training for Corps Members

- 3.2.1. Training:** The District will provide training, on an annual basis, to Corps Members on necessary District-wide topics, including, but not limited to, the District's educational philosophy, history and strategic priorities; common curricula; relevant legal processes; and expectations of staff. Additionally, the District will work with School Partners to ensure that Corps Members are included in any scheduled summer teaching trainings as well as ongoing professional development as applicable.

3.2.2. Materials: The District will make available any materials which are needed for the Corps Members to deliver the Whole School, Whole Child model in Partner Schools, including, but not limited to, common District curricula materials, existing intervention programs materials, and codes of conduct or handbooks for staff, parents and/or students, space, at times and to the extent available, inside each Partner School and regular access, at times and to the extent available, to computers and internet.

3.2.3. Acknowledging Corps Member Roles, Obligations and Restrictions: The District will support the role of Corps Members according to the Whole School, Whole Child Model and AmeriCorps Federal Regulations, as described in Appendices A and B, respectively, and including:

- Assurances that Corps Member activities are compliant with non-supplantation, non-duplication and non-displacement AmeriCorps restrictions;
- Tutoring program requirements to ensure the tutoring activities the School Partner wants Corps Members to engage in are compliant with AmeriCorps regulations (see Appendix B);
- Acknowledge and agree that as AmeriCorps members, City Year Corps Members are eligible to be redeployed by the Corporation for National and Community Service in case of emergency or state disaster; and
- Acknowledge and agree that Corps Member activities shall not displace District employees or duplicate District employee positions.

3.2.4. Fingerprinting and TB Requirements: The District has determined that services performed under this Agreement will result in contact with students. 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. City Year will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination of the employee from rendering services under the Agreement.

3.3. Engaging the Broader Community and Providing Support for National Service

The District:

- Agrees to collaborate with City Year to provide service, education and engagement opportunities to promote corporate and civic engagement within the community; and

- Agrees to provide factual information which City Year may use for its purposes such as fundraising, community outreach, supporting AmeriCorps and National Service.

4. DATA SHARING AND EVALUATION

4.1. Use of Data: City Year uses formative and summative student-level performance data in collaboration with District personnel (collectively, District or “staff”) and shall:

- Identify students in need of support, monitor student progress, and plan and track interventions;
- Develop with staff the right (tier 2) interventions in the right dosage for focus students;
- Set goals with students and celebrate successes in the classroom and school;
- Recommend program design in order to improve student achievement and success; and
- Report on performance metrics to the District.

In order to effectively utilize the data in a timely manner, City Year and each School Partner will participate in bi-weekly student progress meetings between representatives from City Year and staff designated by the District. The meetings will use data to assess student progress and make decisions regarding student participation in targeted interventions. The schedule of meetings will be established as soon as possible in connection with the commencement of services by City Year.

4.2. Agreement Concerning Data Use: To facilitate the delivery of City Year’s instructional services by focusing tutoring and other activities to the right students at the right time,

<p>City Year agrees to:</p> <ul style="list-style-type: none"> ▪ 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 District and AmeriCorps; ▪ Share evaluation reports from evaluations commissioned by City Year; and ▪ Track key data related to City Year’s 	<p>The District agrees to:</p> <ul style="list-style-type: none"> ▪ Provide student level data, to the extent permitted by law, regarding City Year’s impact on a timely basis; ▪ Help facilitate the completion of surveys and report data on a timely basis for internal or external reporting of City Year’s impact, which may include mid-year and end-of-year staff and youth surveys or other pre-arranged efforts that will assist City Year to report on its performance and impact; and ▪ Facilitate and/or support the collection of student-level data as described in Section 4.3.
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4.3. Data Requested: To the extent permitted by law and subject to the provisions of Appendix C (Data Requirements), City Year will be provided with the following:

- Periodic student-level ELA/literacy and math scores;
- School ELA/literacy and math formal marking period course grades;
- State standardized test scores in ELA/literacy and math;
- At least monthly, student-level attendance data; and
- At least monthly, behavior data (e.g., number of detentions, suspensions and office referrals).

To the extent permitted by law, City Year will have access to student demographic information (e.g. name, ethnicity, gender, age, school). City Year and designated staff will complete surveys and report data on a timely basis for internal or external reporting of City Year impact. These shall include the information described in Section 4.2.

4.4. Confidentiality: City Year and the District, in accordance with applicable state and federal law, 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 District security plans will be followed. Appendix C (Data Requirements) is incorporated herein by this reference.

4.5. FERPA: City Year uses data in partnership with the school and 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 Federal Education Records Privacy Act (FERPA). Additional information on FERPA alignment can be found in Appendix C, subsection C.2.

4.6. Data Requirements: The District reserves the right to incorporate Data Requirements, including applicable state and federal law, into an agreement. If such an agreement is prepared, it will be incorporated by reference as Appendix C, subsection C.3.

5. COMMITMENT TO STUDENT ACHIEVEMENT AND SUCCESS

5.1. Conditions for Student Achievement and Success: City Year has identified a set of school operating conditions, the “Conditions for Partnership Success”, that enable optimal integration of the Whole School, Whole Child Model into each school’s culture and operating structure to achieve maximum impact on student achievement and success. These Conditions for Partnership Success are described in Appendix D.

City Year, with the support of the District, will ensure that school administrators at each School Partner site fully understands the Whole School, Whole Child model

and the Conditions for Partnership Success pursuant to Appendix A and Appendix D. City Year and District staff will collaborate to develop a comprehensive plan for student development and achievement for each School Partner. This collaborative effort shall be made possible by regular communication and an agreed upon meeting structure between City Year and District staff.

5.2. Communication, Notification and Problem Solving: City Year and the District agree to develop an efficient and frequent communication system by which the Parties can work together throughout the school year to:

- Ensure that all District and school staff working with City Year fully understand the Whole School, Whole Child Model and the Conditions for Partnership Success to the extent necessary to implement the Model as described in Appendix A;
- Ensure that the Corps Members' service is in accordance with the provisions of the Agreement and its Appendices;
- Regularly assess, discuss and facilitate the successful delivery of services pursuant to the Model (Appendix A) in Partner Schools; and
- Collaborate and agree to any changes in City Year or the District priorities, operating structures or conditions, to ensure student achievement and success.

5.3. School Partner Selection Process: The District is committed to student achievement and success. To ensure that City Year's services are delivered with maximum impact, the District, with the support of City Year, will engage in a due diligence process, subject to selection within school year time constraints, to select the School Partners. This due diligence may include, but is not limited to:

- Assessing school profiles and needs based on academic and engagement factors such as average class size, student proficiency rates, student mobility rates, and other factors, to determine the relative degree of difficulty for implementing the Model in a particular school;
- Interviewing District personnel to develop comprehensive knowledge of a prospective School Partner's current student achievement and success needs;
- Assessing the ability of the prospective School Partner to maximize the services delivered by City Year for student achievement and success; and
- Assessing the ability of City Year's capability of matching its services to the prospective School Partner's needs for student achievement and success.

The Superintendent shall make the final selection of the schools to be designated as School Partners. Upon selection, the District, in collaboration with City Year, shall complete the scope of services which shall become part of the Agreement as Appendix F.

6. PAYMENT FOR CITY YEAR'S SERVICES

In consideration for services rendered by City Year under the Agreement, including Appendices A, B, C, D and F, the District agrees to pay a fee of \$500,000 for each school year the Agreement is in effect up to a maximum of three (3) school years and for a maximum fee not to exceed \$1,500,000 subject to early termination as provided in Section 10.

The payment procedure and schedule is set forth in Appendix E.

7. ALTERNATIVE DISPUTE RESOLUTION (ADR)

In the event of any dispute or disagreement (a “dispute”) regarding the performance or any other provision of the Agreement, the Parties may agree to meet and confer, through informal mediation, or may agree to a more formal mediation including a mediator, the cost for which shall be shared by the Parties. Either Party may decline to mediate the dispute. If both Parties agree, any dispute shall be submitted to binding arbitration with an agreed upon arbitrator. If there is no such arbitrator agreed upon, voluntary binding arbitration shall be conducted through Judicial Arbitration and Mediation Services (JAMS) at its Sacramento office. Either Party may elect to institute judicial proceedings to resolve a dispute.

8. PARTNERSHIP ASSESSMENT

City Year and the District agree to hold a minimum of three partnership assessment meetings during the course of a school year – in the fall, spring and prior to the end of the school year. The purpose of the meetings will be to measure and monitor the services rendered by City Year and the impact on student achievement and success. The District and City Year shall select their representatives for attendance at the meetings. Nothing herein shall preclude daily monitoring of the progress achieved as a result of City Year’s services during the course of a school year. Service and program adjustments may be made as a result of ongoing assessments in order to maximize student achievement and success as long as there is no amendment to the Agreement without the written consent of the Parties.

9. INDEMNITY AND INSURANCE REQUIREMENTS

- 9.1. City Year Indemnity:** City Year agrees to indemnify, defend, and hold harmless the District, its officers, employees, and agents from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities (including errors and omissions), fines, judgments, costs and expenses, including attorney’s fees (collectively, “liability”), which may be incurred or sustained by reason of City Year’s performance of services under the Agreement giving rise to liability.
- 9.2. District Indemnity:** District agrees to indemnify, defend, and hold harmless City Year, its officers, employees, and agents from and against any and all third party claims, demands, obligations, causes of action and lawsuits and all damages, liabilities (including errors and omissions), fines, judgments, costs and expenses,

including attorney's fees (collectively, "liability"), which may be incurred or sustained by reason of District's performance of services under the Agreement giving rise to liability.

- 9.3. City Year Insurance:** City Year shall comply with all state and federal law requiring insurance including workers compensation insurance. In addition, City Year shall maintain liability and auto insurance as required by District's insurance requirements as determined by the Risk Manager of the District. District shall be named as an additional insured on any liability policy and shall be notified in the event of a notice of lapse or cancellation of such insurance.

10. TERMINATION OF AGREEMENT

- 10.1. Term:** Unless terminated pursuant to Section 10.2 or 10.3 below, the Agreement shall be for three (3) successive school years for 2012-13, 2013-14, 2014-15, and terminating on June 30, 2015. Payment shall be made as set forth in Appendix E up to a maximum of \$1,500,000 (\$500,000 for each school year).
- 10.2. Termination for Cause:** Either Party shall have the right to terminate the Agreement for cause. Prior to termination for cause, a notice of default with a thirty (30) day opportunity to cure the default, shall be served on the other Party. If due diligence is exercised and the default cannot be cured within such period, the defaulting party shall have up to an initial thirty (30) days provided due diligence is exercised to cure the default or defaults. In the event of termination for cause, the prevailing party shall be awarded its reasonable attorneys fees and costs resulting from the initiation of litigation.
- 10.3. Termination for Convenience:** Either Party shall have the right to terminate the Agreement, without cause, at any time during the Agreement provided a ninety (90) day written notice of termination is served on the other Party pursuant to Section 12.6. If the District terminates for convenience, it shall pay a pro rated amount of the annual school year fee for the period of services rendered up to the effective date of termination based upon a full ten (10) months of service fee of \$500,000 (e.g., termination after six months of service including the notice period would equal \$300,000) subject to any breach of contract remedies or offsets which shall not include the decision to terminate for convenience. If City Year terminates for convenience, it shall be paid a pro rated amount for services rendered up to the effective date of termination subject to any breach of contract remedies or offsets which shall not include the decision to terminate for convenience. If District serves a written notice of termination ninety (90) or more days before the commencement (July 1) of a new school year, District shall not be liable to pay any fee to City Year for the subsequent new school year and the Agreement shall terminate.

11. ENDORSEMENTS; USE OF DISTRICT NAME; INFORMATION IN THE PUBLIC DOMAIN

City Year, without the prior written consent or approval of the District, shall not use the District's name in any promotional or endorsement materials. Nothing herein shall prevent public officials, including elected officials, from making available non-confidential factual information, including information disclosable under the California Public Records Act, for use in the public domain by anyone including City Year.

12. AGREEMENT ADMINISTRATIVE PROVISIONS AND ACKNOWLEDGMENTS

- 12.1. Modification:** This Agreement may only be modified in writing signed by the Parties.
- 12.2. Jurisdiction and Venue:** Venue shall be in the County of Sacramento within the jurisdiction of the Sacramento County Superior Court.
- 12.3. Severability:** In the event any provision of the Agreement is deemed unenforceable by a court of competent jurisdiction, any such provision shall be severed from the Agreement and all other provisions shall remain in full force and effect.
- 12.4. Independent Contractor:** City Year acknowledges that it is an independent contractor for all purposes under the Agreement.
- 12.5. Titles:** Titles provided in this Agreement are for convenience only and do not enlarge or limit the provisions of the Agreement.
- 12.6. Notices; Service:** Written notice may be served on the Parties either by (a) personal service; (b) certified mail, return receipt requested; (c) overnight mail with proof of delivery; or (d) facsimile with proof of transmission or any combination thereof. Service may also be effectuated by regular mail pursuant to section 1013 of the California Code of Civil Procedure.

The address for service on the District is:

Sacramento City Unified School District
Board of Education
c/o Superintendent
5735 47th Avenue
Sacramento, CA 95824

The address for service on City Year Sacramento is:

City Year Sacramento
P.O. Box 189518
Sacramento, CA 95818

Physical address (pending a Sacramento address):

City Year, Inc.
287 Columbus Avenue

Boston, MA 02116

The Parties shall give notice of such other locations for service of notice if different from the above.

12.7. Approval by City Year: The agent or representative of City Year, whether City Year Sacramento or City Year, Inc., signing the Agreement has full power and authority to bind City Year.

12.8. Ratification by District: Provided the Agreement is signed by City Year, the Agreement shall be binding on the Parties upon ratification by the District's Board of Education.

12.9. Binding Effect: The Agreement is binding upon the successors and assigns of the Parties.

12.10. Execution in Counterparts; Copies of Signatures: The Agreement may be signed (executed) in counterparts on separate signature pages. Copies of signatures shall have the same force and effect as original signatures.

WHEREFORE, the Parties hereto, by their signatures hereinbelow, enter into the Agreement pursuant to the terms and provisions set forth above.

Patricia A. Hagemeyer
Chief Business Officer
Sacramento City Unified School District

Date:

Megan O'Leary
Start Up Director,
City Year Sacramento

Date:

Evelyn Barnes
Chief Financial Officer,
City Year, Inc.

Date:

APPENDIX A: Whole School, Whole Child Model

A.1 Program Model

Johns Hopkins University research 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 school districts’ efforts to turn around the lowest-achieving schools by providing research-based whole school and targeted supports through implementing its School Partnership model, Whole School, Whole Child (WSWC). This model is designed to leverage City Year corps members’ skills and talents to complement and accelerate student support strategies within a school. City Year’s unique assets include:

- Full-time presence of highly organized, supervised and trained young adults, Monday-Thursday (corps members participate in professional and leadership development opportunities on Fridays);
- A critical mass of human capital to match the scale of student need for additional support in school providing increased intervention capacity to provide real time response to student need;
- Diverse “near peer” tutors, mentors and performance coaches supporting school efforts to improve attendance, behavior, ELA/literacy and math performance;
- An idealistic culture and energy that fosters an engaging learning environment with high expectations for achievement; and
- The ability to organize school-wide and community events that engage families in the life of the school.

Whole School, Whole Child (WSWC)

Through WSWC’s school and classroom supports, corps members increase opportunities for all students to feel successful and connected to their school community. City Year corps members provide whole school and whole class prevention activities for all students (Tier 1), targeted interventions for students sliding or off-track to graduation (Tier 2), or sharing information with professional support specialists for students identified with more intense academic or social needs (Tier 3). WSWC activities may include:

- Attendance Monitoring and Incentive Programs: corps members work closely with students to monitor and improve attendance through special initiatives, coaching and communications to parents and guardians;
- Behavioral Support: corps members support students in building the socio-emotional skills necessary to make better choices and exhibit more positive behavior through whole class support and targeted coaching. Corps members

also support schools in creating a welcoming and supportive school environment through school wide programming; and

- Course Performance in *ELA*/literacy and math: Corps Members tutor off-track students one-on-one and in small groups, using intervention programs and strategies aligned with a school’s curricula or instructional program. Corps members also support whole class curriculum activities and lead out-of-class extension activities that complement the school’s instruction and help to put students on a path toward college and career success.

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. To select Tier 2 students for corps members’ “focus lists,” City Year reviews student-level data and works with school leadership to identify students off-track to high school graduation through the early warning indicators of attendance, behavior and course performance in *ELA*/literacy and math. The school and City Year monitor students’ progress using both formal and informal assessments. Students move off a focus list when they demonstrate and sustain adequate growth. Separate focus lists are created for each indicator area. Each corps member is assigned 4-6 students per indicator, although some students receive services for more than one indicator area.

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 / morning welcome • Attendance incentive and recognition programming • Student and community engagement 	<ul style="list-style-type: none"> • Classroom, hallway, and recess engagement 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 • Before and after school homework support

Corps Members deliver these highly integrated services throughout the school day, from before the first bell through the conclusion of afterschool. 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 also 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.

More information on City Year’s learning approach can be provided upon request.

A.2 City Year Staffing and Leadership

City Year will be led by a robust leadership team that oversees all aspects of the site’s service delivery. Based out of the local City Year office, 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 team members include:

<p>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 partnership.</p> <p>Impact Director: The Impact Director will manage and develop the overall partnership and oversee City Year’s evaluation and documentation efforts.</p>	<p><i>Primary Liaisons to the District</i></p>
<p>Associate Impact Director: The Associate Impact Director will coordinate with City Year field staff and individual schools to ensure that school-level performance targets and other objectives are being met.</p> <p>Program Managers: Program Managers will serve as the primary liaison with each School Partner, overseeing the daily execution of services on site. They will also be responsible for the preparation, ongoing management and professional development of the corps member teams.</p>	<p><i>Primary Liaisons to Each School Partner</i></p>
<p>Team Leaders: A 2nd year corps member who has the additional experience and demonstrated leadership to lead the team of corps members throughout their daily student support services. Team Leaders will operate in the school daily with the teams, Monday-Thursday.</p> <p>The National City Year Network: City Year’s Headquarters office performs continuous research, evaluation and development of its services across all sites, based on leading research in the field of education. Additionally, City Year teams will be supported by a national network of City Year staff and corps members working in over 160 schools who share best practices on an ongoing basis.</p>	<p><i>Other Partnership Support Staff</i></p>

APPENDIX B:

AmeriCorps Prohibited Activities

Activities prohibited in AmeriCorps subtitle C programs

(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.

Requirements for Tutoring Curriculum. Supervision and Training for AmeriCorps subtitle C programs

Tutoring curricula must be consistent with both state academic standards and the instruction program of the local education agency. A program in which corps members engage in tutoring for children must:

- (a) **Articulate appropriate criteria for selecting and qualifying tutors** and certify that selected tutors have a High School diploma or its equivalent, or a higher degree; and successfully complete pre- and in-service specialized training;
- (b) **Identify the strategies or tools** it will use to assess student progress and measure student outcomes;
- (c) **Certify that the tutoring curriculum and pre-service and in-service training content are high-quality** and research-based, consistent with the instructional program of the local educational agency and with State academic content standards.
- (d) **Include appropriate member supervision** by individuals with expertise in tutoring; and
- (e) **Provide specialized high-quality and research-based, corps member pre-service and in-service training** consistent with the activities the corps member will perform.

Criminal History Check Requirements for AmeriCorps subtitle C programs

Requirements

A criminal history check under subsection (a) shall, except in cases approved for good cause by the Corporation, include:

- (1) a name-based search of the National Sex Offender Registry established under the Adam Walsh Child Protection and Safety Act of 2006; and
- (2)(A) a search of the State criminal registry or repository in the State in which the program is operating and the State in which the individual resides at the time of application; or
- (B) submitting fingerprints to the Federal Bureau of Investigation for a national criminal history background check.

Eligibility prohibition

An individual shall be ineligible to serve in a position described under subsection (a) if such individual:

- (1) refuses to consent to the criminal history check described in subsection (b);
- (2) makes a false statement in connection with such criminal history check;
- (3) is registered, or is required to be registered, on a State sex offender registry or the National Sex Offender Registry; or
- (4) has been convicted of murder.

Special rule for individuals working with vulnerable populations

A criminal history check shall include:

- (A) a name-based search of the National Sex Offender Registry established under the Adam Walsh Child Protection and Safety Act of 2006;
- (B) a search of the State criminal registry or repository in the State in which the program is operating and the State in which the individual resides at the time of application; and

(C) submitting fingerprints to the Federal Bureau of Investigation for a national criminal history background check.

Individuals with access to vulnerable populations

An individual described in this paragraph is an individual age 18 or older who:

(A) serves in a position in which the individual receives a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws; and

(B) as a result of such individual's service in such position, has or will have access, on a recurring basis, to—

(i) children age 17 years or younger;

(ii) individuals age 60 years or older; or

(iii) individuals with disabilities.

Exceptions

The provisions of this subsection shall not apply to an entity:

(A) where the service provided by individuals serving with the entity to a vulnerable population described in paragraph (2)(B) is episodic in nature or for a 1-day period;

(B) where the cost to the entity of complying with this subsection is prohibitive;

(C) where the entity is not authorized, or is otherwise unable, under State law, to access the national criminal history background check system of the Federal Bureau of Investigation;

(D) where the entity is not authorized, or is otherwise unable, under Federal law, to access the national criminal history background check system of the Federal Bureau of Investigation; or

(E) to which the Corporation for National and Community Service otherwise provides an exemption from this subsection for good cause.

APPENDIX C:

Data Requirements:

C.1 Ownership and Protection of Confidential Information

Programs like City Year that work with vulnerable populations, such as children and youth, are required under federal law to maintain confidentiality of data collected to the extent possible. Moreover data may only be used for legitimate purposes as related to the delivery and reporting of service. City Year defines confidential data as including student information such as name, ethnicity, gender, age, address, school, attendance rates, class grades and test scores.

In order to ensure student confidentiality, City Year agrees to:

- **Computer Security:** When entering student data use only City Year approved secure system (e.g. cylmpact) and lock or shut down computer when walking away from said system;
- **Storage and Transportation of Information:** Store hardcopy documents only in locations approved by Program staff and maintain immediate control (i.e. hand or line of sight) of documents while in transit;
- **Limit Knowledge of Students to People on a "Need to Know" Basis for Work Purposes Only:** Student information should not be talked about in public discussions. This information may only be discussed in a secure location for expressed work purposes, such as for supporting student performance;
- **Student information may be shared only with the legal guardians of that student, appropriate school staff, and City Year staff (i.e. personnel may not share student achievement information with extended family of student); and**
- **Report All Suspicions of Child Abuse, Neglect, and Intent to Inflict Harm:** According to City Year policy and the prevailing laws, all members and staff are "mandated reporters." This means that members must report all suspicions of abuse or neglect to a City Year staff member immediately and confidentially. Members must also report any instances in which they suspect a youth may harm themselves or others. Once notified, City Year staff will follow the process in accordance with prevailing laws and as outlined in the Idealist Handbook. (Copies of Idealist Handbook available upon request.)

C.1.1 Confidential Information (as defined above) 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 or 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 District 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. In addition to local City Year site staff, designated staff of City Year's National Headquarters Program Design and Evaluation Department will be conducting analyses of these data, and will adhere to the same confidentiality requirements as other City Year employees.

C.1.2 During the course and scope of its services hereunder, City Year and/or the District 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.

C.1.3 City Year acknowledges and agrees that the District Information includes confidential student and employee information that is protected by applicable law, including but not limited to, FERPA and HIPAA. City Year Personnel may, by nature of the Services, have the ability to defeat security provisions on the District devices and may, by the nature of their work, 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 its best commercially 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 District Information embodied therein.

C.1.4 The Parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

C.1.5 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.

C.1.6 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 MOU, promptly return, 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. Archival tapes containing any Confidential Information shall be used solely for back-up purposes and shall be maintained and used in accordance with District Information Security Policies. 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.

C.1.7 City Year agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to student records pursuant to this Agreement, in the form set forth as Exhibit C hereto, the Student Record Confidentiality and Re-Disclosure Agreement.

C.1.7 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, District Data and, all District student records and personnel records of both Parties.

C.1.8 District Information means all information, in any form, furnished or made available directly or indirectly to City Year by the District or otherwise obtained by City Year from the District in connection with this Agreement, including: (i) all information of District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic or machine-readable form.

C.2. Federal Education Records 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(Federal Education Records Privacy Act or FERPA): (1) City Year is performing a service or function for which the 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 evaluating the program described in this Agreement, City Year shall comply with all requirements of 34 C.F.R. section 99.31 (a) (6). For the evaluation, City Year is requesting personally identifiable pupil record information, including the following: Formative literacy and math assessment scores; school ELA and math formative assessment data and quarterly/trimester course grades; state standardized test scores in ELA and math; monthly student-level attendance data; ,monthly behavior data (e.g., behavior grades, suspensions, and/or office referrals). This data is being requested only for students who are receiving targeted intervention from City Year corps members, not for the entire student population. Aggregated data for the participating schools’ students in these areas is also requested for comparison purposes. City Year is requesting this data for the following school year(s): 2011 through 2012. City Year agrees that District makes no warranty concerning the accuracy of the student data provided. City Year shall conduct the 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.

C.3. Data Requirements

See Section 4.6 of the Agreement.

APPENDIX D:

Conditions for Partnership Success and City Year's Role

Response to Intervention

1. Data-informed Tiered Intervention Strategy

- An effective and efficient process is in place to formally identify and track progress of students on focus lists based on Early Warning Indicator data (Attendance, Behavior, and Course Performance in Literacy/ELA and Math).
- Corps members (CMs), teachers and student support staff discuss data to identify students in need of moderate (Tier 2) and intensive (Tier 3) supports.

2. Student Support Services

- An effective and coordinated team of professionals that provide sufficient social, emotional, physical, and academic support to all students in need of Tier 2 or Tier 3 support.
- CMs meet regularly with the student support team to co-construct and monitor progress of Tier 2 interventions and Tier 1 support.

Student Engagement

3. School Mindset & Culture:

- A positive attitude and dedication of administrators, faculty, and staff toward the success of their students.
- CMs understand and advance school culture.

4. Attendance Program

- A strong school-wide attendance program that has defined policies, incentives for attending, and data-informed interventions for chronic absenteeism.
- CMs support school-wide attendance initiatives and support consistent attendance of students on focus lists.

5. Behavior Approach / Disciplinary System

- A well-defined, school-wide behavior approach that utilizes student behavior data to support positive behavior and provide behavior interventions for struggling students.
- CMs have defined role as positive behavior coaches throughout the day.

6. Family Engagement Program

- A strong family engagement program that recognizes and engages parents as important partners in their child's education and welcomes them into the school.

- CMs add capacity to existing efforts and initiate additional engagement opportunities for families, with specific attention to the families of students on focus lists.

Teaching and Learning

7. Instructional Program / Curricula

- Consistent curriculum, learning goals, and instructional pedagogy across the school.
- CMs are trained on curricula and accompanying intervention strategies and coordinate with teachers on how to best support instructional practice.

8. Core Content Specialists

- Full-time core content specialists work closely with teachers to enhance content delivery, coordinate and evaluate intervention strategies, and advise on differentiating instruction in classrooms.
- CMs have access to core content specialists in literacy/ELA and math, who provide training and support to CMs for targeted interventions and classroom support.

9. Training / Professional Development

- Training is provided to all staff on the school's instructional philosophy, data use and management, school culture programs, community and family involvement, and school-specific issues.
- CMs and City Year staff are invited to participate in all appropriate trainings.

School Organization

10. Student Cohorts / Grouping

- Students organized into cohorts that travel together throughout the day and teacher teams monitor progress across disciplines.
- Each CM follows one cohort through ELA/literacy and math courses and has a focus list of students in that cohort.

11. Master Schedule

- 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 CMs.
- CMs support students in core courses, support double dosing, provide interventions, and coordinate with their teacher team.

12. Extended Learning Time

- School accommodation and support for before school, after school and/or extended learning periods to engage students in enrichment activities, tutoring, or other structured learning programs.

- CMs plug into existing program structure and implement standard CY offerings (e.g., service learning, enrichment clubs, targeted tutoring, and homework assistance).

APPENDIX E:

Financial Support Detail

City Year Address: PO Box 189518 Sacramento, CA 95818-9518

District Address: 5735 47th Avenue, Sacramento, CA 95824

Finance Contact: Invoices shall be submitted to the Chief Business Officer of the District with a copy to the Superintendent.

Schedule Information:

For the school year beginning 07/01/2012 and ending 06/30/2013

Total Amount	Payment Schedule	Contingent Upon
\$500,000	2 payments of \$250,000 To be received by 12/31/12 and 3/31/12	Invoice sent by City Year 30 days prior to payment date

Subject to the provisions of Section 10 (Termination), payment shall be made for the 2013-14 and 2014-15 school years pursuant to this Appendix E.

APPENDIX F:

City Year Statement of Partnership Services for School Partner

for School Year 20__ - 20__

The services to be provided by City Year, in addition to those more generally described in the Agreement, shall consist of the following: