



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

Meeting Date: March 15, 2018

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale: None

Financial Considerations: See attached.

LCAP Goal(s): College, Career & Life Ready Graduates, Operational Excellence

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects

Estimated Time of Presentation: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer
Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
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CHILD DEVELOPMENT

Sacramento Employment & Training Agency (SETA) A18-00074	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$8,676,626 Head Start Program \$1,809,920 Early Head Start Program
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8/1/18 – 7/31/19: Grant funding applications for Head Start and Early Head Start Programs. The Child Development Department enrolls and serves 1,291 children within Head Start, Children's Centers, Infant/Toddler, and Home Based Programs. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Early Head Start serves pregnant teens and children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants. Upon submission and approval of Child Development's grant funding application for Head Start/Early Head Start, the SCUSD Board of Education authorizes SETA to serve as the grantee, and if awarded, authorizes the Chief Business Officer to execute the sub-grant agreement with reasonable modifications and any other documents required by the funding source.

Sacramento Employment & Training Agency (SETA) A18-00075	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$737,226 Early Head Start Program
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8/1/18 – 7/31/19: Early Head Start Expansion Partnership Grant provides funding to serve 40 infants and toddlers at three sites: American Legion, Hiram Johnson High School and Elder Creek Elementary School. Early Head Start serves children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants.

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
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ASSISTANT SUPERINTENDENT OF STUDENT SUPPORT SERVICES

Roberts Family Development Center SA18-00467	3/15/18 – 7/27/18: Planning and Implementing 2018 Freedom School Program at Leataata Floyd Elementary (160 students) and at Antioch Church (40 students).	\$374,493 General Funds
Rose Family Creative Empowerment Center SA18-00468	3/15/18 – 7/27/18: Planning and Implementing 2018 Freedom School Program at John Still K-8 (100 students) and Parkway Elementary (100 students).	\$307,664 General Funds
Vision 2000 SA18-00469	6/18/18 – 07/15/18: Planning and Implementing 2018 Summer Math and Reading Academy at California State University, Sacramento for approximately 300 students attending Fr. Keith B. Kenny, Pacific, Oak Ridge, Camellia, Ethel I Baker, Woodbine and Harkness Elementary. This cost does not include funding for transportation and teacher salaries.	\$116,621 General Funds

City Year	7/1/17 – 6/30/20: Second year of a three-year commitment to continue implementation of City Year's Whole School, Whole Child Model at Leataata Floyd, Fr. Keith B. Kenny, Oak Ridge, Rosa Parks and Fern Bacon schools focusing on outcomes in three key areas: attendance, behavior, and course performance in English and Math. City Year will place fifty three (53) AmeriCorps members, ages 17-24, to serve in these schools throughout the school day (before, during and after school).	\$662,500 General & Title I Funds (Year Two)
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RECOMMENDED BID AWARDS – FACILITIES PROJECTS

Bid No: 0101-409, Susan B. Anthony Roof Replacement

Bids received: February 22, 2018

Recommendation: Award to DK Enterprises, Inc. DBA King's Roofing

Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
Best Contracting Services, Inc.	Gardena, CA	\$968,000
DK Enterprises, Inc. DBA King's Roofing	Sacramento, CA	\$515,012

Bid No: 0560-409, The Met Sacramento Roof Replacement

Bids received: February 22, 2018

Recommendation: Award to DK Enterprises, Inc. DBA King's Roofing

Funding Source: Measure Q Funds

BIDDER	BIDDER LOCATION	AMOUNT
Best Contracting Services, Inc.	Gardena, CA	\$489,500
Commercial Waterproofer, Inc.	Sacramento, CA	\$483,239
DK Enterprises, Inc. DBA King's Roofing	Sacramento, CA	\$456,888
Exbon Development, Inc.	Garden Grove, CA	\$498,000
Rua & Son Mechanical, Inc.	Rocklin, CA	\$489,707

Bid No: 0525-429, John F. Kennedy CTEIG Renovation

Bids received: March 2, 2018

Recommendation: Award to Studebaker Brown Electric, Inc.

Funding Source: General Funds

BIDDER	BIDDER LOCATION	AMOUNT
Studebaker Brown Electric, Inc.	North Highlands, CA	\$76,670

Bid No: 0525-409, John F. Kennedy Gym Floor & Bleacher Removal
Bids received: February 26, 2018
Recommendation: Award to AFM Environmental, Inc.
Funding Source: General Funds

BIDDER	BIDDER LOCATION	AMOUNT
AFM Environmental, Inc.	West Sacramento, CA	\$62,700
CNW Construction, Inc.	Rescue, CA	\$68,750
JM Environmental, Inc.	Roseville, CA	\$74,390
RBH Construction, Inc.	Folsom, CA	\$79,816
WCE, Inc. DBA West Coast Environmental	Rancho Cordova, CA	\$118,745

Bid No: Request for Proposals for Leased Dark Fiber Services for E-Rate
Bids received: March 7, 2018
Recommendation: Award to Zayo Group, LLC for \$3,039,647 for a five-year term. District's portion after E-Rate funding will be \$642,029
Funding Source: E-Rate Federal Funds (Measure Q Bond Funds)

Per USAC guidelines, staff solicited "Request for Proposals" by advertising and sending notices directly to contractors. Proposals received were evaluated and ranked using a scoring matrix to determine best value.

AGREEMENT FOR SUMMER SERVICES

Between

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

ROBERTS FAMILY DEVELOPMENT CENTER

The Sacramento City Unified School District ("District") and ROBERTS FAMILY DEVELOPMENT CENTER (RFDC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on March 15, 2018, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage RFDC to develop, maintain and sustain SUMMER MATTERS programming, providing summer academic and enrichment services to the following sites during Summer 2018, Leataata Floyd Elementary & Antioch Church. The primary purpose of **Freedom School** Programming is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, RFDC will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School Summer** programs respectively at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during summer, reduce summer learning loss, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. RFDC shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);
- ii. RFDC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse RFDC for direct services not to exceed **\$374, 493**, to be made in installments upon receipt of properly submitted invoices.

Within one week of commencement of the services outlined in this Agreement, RFDC shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of a **\$56,174 (15%) in-kind match to the District**.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
CDF Freedom School Program®	Leataata Floyd and Antioch Church	\$374,493	160 (Leataata Floyd) 40 (Antioch Church)

Note: The total amount also includes the transportation expenditures. Should the Contractor desires to utilize SCUSD's transportation Services during the Summer 2018 programming, Youth Development Support Services will pay directly to the transportation services, and reduce this contracted amount of \$374,493 to reflect transportation costs. This funding is for Summer 2018. Provider RFDC should work to create sustainable funding for future programing, as District funding is not guaranteed for Summer 2019. The Freedom School program is targeted towards Leataata Floyd and Meadow Glen neighborhood students, but not limited to.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, RFDC, and each of RFDC 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, RFDC 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. RFDC 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 to the District.

H. Indemnity. RFDC 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 RFDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC 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 RFDC 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 RFDC 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.

E. Fingerprinting Requirements. RFDC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, RFDC shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. RFDC shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, RFDC shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC 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. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from March 15, 2018 through July 31, 2018. 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.

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:

Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District

Date

ROBERTS FAMILY DEVELOPMENT CENTER:

By:

Derrell K. Roberts
Authorized Signature

3/5/2018
Date

Print Name: Derrell K. Roberts

Title: C.F.O.

**Sacramento City Unified School District and Roberts Family Development Center:
SUMMER MATTERS Scope of Services
Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programming
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. 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.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

ROBERTS FAMILY DEVELOPMENT CENTER:

1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 18, 2017 – July 27, 2018 Monday through Friday from 8:00 AM-3:00 PM. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by RFDC and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. RFDC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/31/18 and sufficient staffing to maintain a 10:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 15% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.

AGREEMENT FOR SUMMER SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services

And

Rose Family Creative Empowerment Center

The Sacramento City Unified School District ("District") and Rose Family Creative Empowerment Center (RFCEC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on March 15, 2018, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage RFCEC to develop, maintain and sustain Freedom School programming, providing summer academic and enrichment services to the following sites during Summer 2018, John H. Still K-8 & Parkway Elementary. The primary purpose of **Freedom School** Programming is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, RFCEC will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School** programming respectively at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during summer, reduce summer learning loss, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFCEC shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);

ii. RFCEC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse RFCEC for direct services not to exceed **\$307,664**, to be made in installments upon receipt of properly submitted invoices.

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of a **\$46,150 (15%) in-kind match to the District.**

Within one week of commencement of the services outlined in this Agreement, RFCEC shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
CDF Freedom School Program®	John H. Still	\$153,832	100 students
CDF Freedom School Program®	Parkway	\$153,832	100 students

Note: This funding is for the Summer 2018. Provider RFCEC should work to create sustainable funding for future programing, as District funding is not guaranteed for Summer 2019. In addition, this program is targeted towards John H. Still K-8 and Parkway students, but not limited to.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, RFCEC, and each of its 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, RFCEC 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. RFCEC 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 to the District.

E. **Fingerprinting Requirements.** RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, RFCEC shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. RFCEC shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, RFCEC shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC 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. **Confidential Records and Data.** Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. **Period of Agreement.** The term of this Agreement shall be from March 15, 2018 through July 31, 2018. 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. RFCEC 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 RFCEC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC 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 RFCEC 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 RFCEC and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

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

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

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

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

DISTRICT:

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

ROSE FAMILY CREATIVE EMPOWERMENT CENTER:

By: Jacqueline Rose Date 3/5/18
Authorized Signature

Print Name: JACQUELINE ROSE

Title: Executive Director/CEO

**Sacramento City Unified School District and Rose Family Creative Empowerment Center:
SUMMER MATTERS Scope of Services
Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. 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.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

Rose Family Creative Empowerment Center (RFCEC):

1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 18, 2018 – July 27, 2018 Monday through Friday from 8:00 AM-3:00 PM Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by RFCEC and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. RFCEC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/31/18 and sufficient staffing to maintain a 10:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 15% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.

AGREEMENT FOR SUMMER SERVICES

Between

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Youth Development Support Services

And

Rose Family Creative Empowerment Center

The Sacramento City Unified School District ("District") and Rose Family Creative Empowerment Center (RFCEC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on March 15, 2018, ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage RFCEC to develop, maintain and sustain Freedom School programming, providing summer academic and enrichment services to the following sites during Summer 2018, John H. Still K-8 & Parkway Elementary. The primary purpose of **Freedom School** Programming is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, RFCEC will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School** programming respectively at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during summer, reduce summer learning loss, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. RFCEC shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);

ii. RFCEC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse RFCEC for direct services not to exceed **\$307,664**, to be made in installments upon receipt of properly submitted invoices.

The final installment shall not be invoiced by RFCEC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFCEC shall provide documentation of a **\$46,150 (15%) in-kind match to the District.**

Within one week of commencement of the services outlined in this Agreement, RFCEC shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
CDF Freedom School Program®	John H. Still	\$153,832	100 students
CDF Freedom School Program®	Parkway	\$153,832	100 students

Note: This funding is for the Summer 2018. Provider RFCEC should work to create sustainable funding for future programing, as District funding is not guaranteed for Summer 2019. In addition, this program is targeted towards John H. Still K-8 and Parkway students, but not limited to.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, RFCEC, and each of its 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, RFCEC 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. RFCEC 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 to the District.

E. **Fingerprinting Requirements.** RFCEC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, RFCEC shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. RFCEC shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, RFCEC shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFCEC 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. **Confidential Records and Data.** Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* RFCEC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. **Period of Agreement.** The term of this Agreement shall be from March 15, 2018 through July 31, 2018. 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. RFCEC 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 RFCEC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFCEC 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 RFCEC 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 RFCEC and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

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

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

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

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

DISTRICT:

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

ROSE FAMILY CREATIVE EMPOWERMENT CENTER:

By: Jacqueline Rose Date 3/5/18
Authorized Signature

Print Name: JACQUELINE ROSE

Title: Executive Director/CEO

**Sacramento City Unified School District and Rose Family Creative Empowerment Center:
SUMMER MATTERS Scope of Services
Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. 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.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

Rose Family Creative Empowerment Center (RFCEC):

1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 18, 2018 – July 27, 2018 Monday through Friday from 8:00 AM-3:00 PM Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by RFCEC and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. RFCEC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/31/18 and sufficient staffing to maintain a 10:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
15. Provide annually in-kind support and direct services totaling 15% of total contract and such financial support to be itemized and reported monthly to the District.
16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
17. Act as liaison with parents in supporting the family literacy and family engagement.



Sacramento City Unified School District

SERVICES AGREEMENT

Date: As of July ___, 2018 **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and City Year, Inc., a not for profit organized for educational and charitable purposes under the laws of the Commonwealth of Massachusetts with an address of 287 Columbus Avenue, Boston, Massachusetts 02116 (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 ("Services"):

Provide a scalable, centrally managed "Whole School Whole Child" model that delivers a holistic set of whole-school and focused supports to ensure students stay in school and on track to graduate, by deploying 53 AmeriCorps Members ("Members") to five schools as follows:

Father K. B. Kenny K-8 = 8 Members; Fern Bacon Middle = 12 Members; Leataata Floyd Elementary = 8 Members; Oak Ridge Elementary = 9 Members; and Rosa Parks K-8 = 16 Members.

Provide such additional Services pursuant the terms and conditions set forth in the attached Appendix A: Statement of Partnership, Appendix B: AmeriCorps Prohibited Activities,

Appendix C: Data Sharing, Appendix D: Whole School Whole Child Services, Appendix E: City Year and Leadership, Appendix F: AmeriCorps Member Training and On-Going Professional Development, Appendix G: Corporate Support for City Year and Appendix H: Extended Learning and AfterSchool Program Activities, all of which are incorporated by this reference as if fully set forth herein.

ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2018, and continue through June 30, 2019, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. 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: \$12,500 per AmeriCorps Member, not to exceed a maximum of 53 Members. District shall not pay travel and other expenses. Total fee shall not exceed Six Hundred Sixty Two Thousand, Five Hundred Dollars (\$662,500).

For provisions of services pursuant to this Agreement, Contractor shall provide documentation of \$100,000 in-kind match to the District.

Payment to Contractor shall be made within 30 days upon submission of periodic invoice(s) to the attention of Doug Huscher, Assistant Superintendent of Student Services, 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. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. 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 that contain no intellectual property or other protected works owned by Contractor 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.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an 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. Contractor shall also obtain the ongoing notification service from DOJ and alert District within 24 hours of any notice received regarding any Contractor employee. 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, 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 that Party or its agents, employees or subcontractors.

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. TERMINATION.

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

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency; or (d) the Contractor does not receive adequate funding commitment from the Corporation for National and Community Service to support the level of service set forth in Article 1 of this Agreement .

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. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

ARTICLE 11. ASSIGNMENT.

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: Jessica Sulli, Contracts

Contractor:
City Year Sacramento
3400 3rd Avenue
Sacramento, CA 95817
Attn: Jeff Owen, Executive Director

With a copy to:

City Year, Inc.
287 Columbus Avenue
Boston, MA 02116
Attention: Chief Financial and Administrative
Officer
jgreenfield@cityyear.org

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. 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 17. 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 parties pursuant to this Agreement [CY: PLEASE IDENTIFY RELEVANT REGULATIONS; ALTERNATIVELY, PROVIDE HYPERLINK]. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein [CY; CONTRACTOR DOES NOT KNOW DISTRICT'S REQUIREMENTS; PLEASE PROVIDE].

ARTICLE 18. 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.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

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, a copy of which is attached in Appendix I: Vote of the Sacramento City Unified School District.



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

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

CITY YEAR, INC.

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
Jessica Greenfield
Executive Vice President & Chief Financial
and Administrative Officer

Date

Date



Appendix A: Statement of Partnership

Appendix B: AmeriCorps Prohibited Activities

Prohibited Activities (See 45 CFR § 2520.65)

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service (“CNCS”), staff and members may not engage in the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. 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;
7. 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;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. 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-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

Nonduplication and Nondisplacement (See 45 CFR §§ 2540. 100)

1. Nonduplication.
 - i. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section

are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

2. Nondisplacement.

- i. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- iv. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 1. Will supplant the hiring of employed workers; or
 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- vi. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 1. Presently employed worker;
 2. Employee who recently resigned or was discharged;
 3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 5. Employee who is on strike or who is being locked out.

Restrictions on fundraising by members (See 45 CFR §§ 2520.40-45) AmeriCorps members may raise resources directly in support of your program's service activities.

- i.) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 - 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
 - 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - 3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - 4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
 - 5) Seeking donations from alumni of the program for specific service projects being performed by current members.
- ii.) AmeriCorps members may not:



Sacramento City Unified School District

- 1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - 2) Write a grant application to the Corporation or to any other Federal agency.
- iii.) An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in § 2520.40.

Appendix C: Data Sharing Agreement

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

1. **Use of Data.** City Year uses student-level performance data in partnership with district and school personnel to:
 - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
 - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
 - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
 - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
 - report on performance metrics to the school and the school district; and
 - inform and refine our WSWC model design and improve overall quality of service.
2. **Obligations of City Year.** To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
 - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
 - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
 - share evaluation reports from evaluations commissioned by City Year; and
 - track key output data related to City Year's core services.
3. **Obligations of the District.** To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
 - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
 - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
 - facilitate and/or support the collection of student-level data as outlined below.
4. **Data Access, Acquisition, and Requirements.** From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:
 - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
 - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);

- ELA and math assessment data (e.g. teacher-produces, district interim and benchmark, district and state standardized tests);
- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

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

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

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

Data Transfer Protocol

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

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

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

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and

maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

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

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

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

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

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

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

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply,

and agrees to require City Year Personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

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

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

Appendix D: Whole School, Whole Child Services

Whole School, Whole Child Services

Research from Johns Hopkins University has shown that students who are most at risk of dropping out of school can be identified as early as the 6th grade through three “off-track” early warning indicators (EWIs) 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 25% chance of graduating from high school. It is for this reason that we work primarily with students in grades 3-9 and focus on prevention, growth, and recovery.

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

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

- A critical mass of human capital to help address the social emotional and academic needs of students who need additional support in the grades we serve
- A full-time school presence (approximately 7:30 a.m. to 6 p.m.) of highly organized, supervised, and trained young adults, four days a week
- An idealistic culture and energy that creates a more engaging learning environment
- The ability to organize school-wide and community events that engage families in the life of the school
- Increased intervention capacity to provide responses to student needs

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

- Attendance Monitoring and Incentive Programs: AmeriCorps members work closely with students to monitor and improve attendance through attendance initiatives, direct student coaching, and communication to parents and guardians.
- Behavioral Support: AmeriCorps members coach students in developing various lifelong social, emotional and leadership skills through instruction in social emotional learning, and near-peer coaching and goal setting.
- Course Performance in math and English: AmeriCorps members tutor students one-on-one and in small groups, implementing intervention strategies in foundational skills that supplement the schools' curricula in order to increase student academic performance. AmeriCorps members also support whole class instruction and lead out-of-class activities

that complement classroom learning and help put students on a path towards high school graduation.

Services

AmeriCorps members and school partners use EWI data to identify which students need what types of intervention and when. City Year staff collaborates with school staff to employ a Response to Intervention (RTI) approach, a research-based strategy that allows educators to identify and monitor students who are off-track or falling off-track and make real-time adjustments to interventions. The RTI framework is divided into tiers of direct student support, enabling City Year to tailor the type and intensity of its academic and social-emotional interventions based on student need. City Year provides both Tier 1 school-wide supports and Tier 2 targeted interventions for students in need of extra support, but who do not qualify for special education. The figure below provides an example of how City Year 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 academic or social emotional development (SED) support. In all cases, AmeriCorps members strive to forge positive relationships with all students.

	Attendance	SED/Behavior	Course Performance	Afterschool
All Students (Tier 1)	<ul style="list-style-type: none"> Morning greeting/before-school activities Attendance incentive and recognition programming Student and community engagement 	<ul style="list-style-type: none"> Classroom, hallway, and lunch behavior support 	<ul style="list-style-type: none"> Classroom instruction support (enabling differentiated instruction) Academic-focused community engagement (e.g. Family Reading Night) 	<p>Homework Assistance Provide homework assistance, which includes providing general academic support and coaching, for a consistent group of students after school.</p> <p>Enrichment Programming Develop engaging activities for students after school, including enrichment and service. This may include arts, STEM, music, or recreation.</p>
Targeted Students (Tier 2)	<ul style="list-style-type: none"> Attendance monitoring (phone calls home) Attendance coaching Ongoing assessment and monitoring 	<ul style="list-style-type: none"> Behavior coaching Leadership development activities Ongoing instruction, assessment, and monitoring 	<ul style="list-style-type: none"> One-on-one tutoring Small-group tutoring Homework support before school and during afterschool programming Ongoing assessment and monitoring 	<p>Social Justice and Service Projects: Lead City Year's extended learning/ after school program that explores the social factors that influence our community and challenges learners to lead meaningful service activities that benefit their school and broader community.</p>

AmeriCorps members deliver these integrated services throughout the day, from before the first bell to the end of the school day, and in many schools, through the conclusion of afterschool programming. This full-time service provides a continuous, supportive presence throughout the day and can help to build connections between students' classroom learning and their before- and afterschool experiences. City Year teams encourage students to attend 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. In City Year sites that support afterschool programming, this aspect of the WSWC model:

- Increases the relevance of extended learning time to best meet the individual needs of students.
- Deliberately links in-school learning and afterschool engagement opportunities.
- Increases community service and character/leadership development opportunities that are linked to classroom learning.

Appendix E: City Year Staffing and Leadership

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

<p>City Year Executive Director: Serves as the primary leader and strategist for the site. The Executive Director is responsible for the site's delivery, and its performance and success in achieving its potential for impact, sustainability, and scale.</p> <p>Managing Director/Director of Impact: Manages and develops the overall service partnership and oversees City Year's day-to-day program implementation, evaluation, and documentation of efforts. The Director of Impact also coordinates with City Year field staff and individual schools to ensure that school-level performance targets are being met.</p>	<p><i>Primary Liaisons to the School District</i></p>
<p>Program Managers: Serve as the primary liaisons with each school principal and oversee the daily execution of services at the school site. The Program Managers will also be responsible for the preparation, ongoing management, and professional development of the AmeriCorps member teams to ensure that the impact of AmeriCorps members is maximized to provide the best student outcomes.</p>	<p><i>Primary Liaison to Each School Partner</i></p>
<p>Team Leaders: A senior AmeriCorps member who has the experience and demonstrated leadership to lead the team of AmeriCorps members throughout their daily student support services.</p> <p>The national City Year network: Performs ongoing research, evaluation, and development of its services across all sites, based on leading education research. All City Year teams will be supported by a national network of City Year staff and AmeriCorps members working in over 300 schools, who share best practices on regular basis.</p>	<p><i>Other Partnership Support Staff</i></p>

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

City Year uses a research-based experiential learning model to prepare AmeriCorps members to lead our educational interventions in schools, incorporating direct training, in-service observation and coaching, guided reflection, and frequent performance assessment and review. AmeriCorps members are trained by City Year staff, school staff, district professional development partners, and external experts. These trainings start before the beginning of the school year and continue throughout the year. A sample training calendar for AmeriCorps members is provided below (note: specific dates and duration of training activities for your AmeriCorps members may vary).

July: One Week National Staff Training

August: Two Week Basic Training Academy with Integrated District/School Practicum

September – January: Ongoing Professional Development

February: Three Day Advanced Training Academy

February – June: Ongoing Professional Development

Training topics include:

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

Appendix G: Corporate Support for City Year

City Year partners with district leaders, school leaders, and teachers to provide students in low performing, high needs schools with the support they need to succeed. In doing so, our model is designed to provide additional human capital to support students as they progress from elementary through high school in order to continue to build the nation's urban graduation pipeline. As part of its service in schools, City Year works with a variety of external partners including, the Corporation for National and Community Service (AmeriCorps) and other federal entities, national and local philanthropies, corporate partners, and individual donors to bring additional resources into the schools where we work.

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

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

Use of corporate volunteers to supplement City Year service

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

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

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

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

Appendix H: Extended Learning and After School Program Activities

1. The District and City Year agree that for each of the schools covered by this Agreement whose Statement of Partnership includes After School Program activities, authorized representatives from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:
 - risks associated with extended learning in out-of-home settings, including the After School Program
 - that the child might be exposed to physical hazards, emotional demands, communicable diseases, weather conditions or other unanticipated events, none of which are the responsibility of City Year
 - authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program
 - releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors and all volunteers from any and all liability, loss or damage, actions, claims and demands which now have or which may hereafter arise from the child's participation in the routine activities of the After School Program
 - certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
 - agreeing that should any injury occur to the child during participation in said After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest qualified medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom, gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render its After School Program services.



Sacramento City Unified School District

Appendix I: Vote of the Sacramento City Unified School District.