



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: September 4, 2014

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Change Notices – Facilities Projects
5. Notices of Completion – Facilities Projects

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACCOUNTABILITY</u>		
A15-00024 California Department of Education	7/1/14 – 9/30/15: School Improvement Grant, Cohort 2. Oak Ridge Elementary School was awarded a three-year School Improvement Grant (SIG). This grant is funding for year three. The School Improvement Grant will allow Oak Ridge to expand the school day by 45 minutes, increasing time spent in core academics, student enrichment and teacher planning/collaboration. The grant will enhance all aspects of Oak Ridge’s transformation efforts, which are aligned with the core principals and beliefs of the SIG Turnaround Model.	\$1,352,579 No Match

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
SA15-00045 Pearson North America School Services	enVisionMATH Professional Development and support services that provides the following: Implementation essentials with embedded aspects of the schools’ and district’s instructional environment; Support for school and district leaders through workshops; Transition teachers from skill based content delivery to conceptual development for students; Creation of a culture in which all see themselves as learners; Establishment of an environment of coaching, collaboration and feedback; Capacity building, coaching and training for District Math Leads and school site coaches.	\$308,070 Common Core Funds

CHIEF OF STAFF/LINKED LEARNING

SA15-00101 Sacramento Municipal Utilities District (SMUD)	3/1/14 – 6/30/17: Three year Employee Loan Agreement for SMUD employee Sam Starks to work at SCUSD as Director of Community Engagement and assist with the Pathways to Success Program. He will also be performing additional duties for the Chief of Staff, per Addendum No. 1.	\$108,168 (Year One) General Funds
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APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	A.M. Winn Elementary Edward Kemble Elementary Health Professions High School Leataata Floyd Elementary Nicholas Elementary Parkway Elementary	None	Recycle
Office Equipment	Edward Kemble Elementary	None	Recycle
Audio/Visual Equipment	A.M. Winn Elementary Edward Kemble Elementary Nicholas Elementary	None	Recycle

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice(s) are submitted for approval.

CONTRACTOR	PROJECT and DESCRIPTION OF CHANGE	
Landmark Construction	Athletic Field Improvements at Rosemont High School	
	Change Order No. 1 – Standard Change Order (Credit)	(\$82,787.11)
	Initiated by: District/Contractor	
	<u>Description:</u>	
	1) Value Engineering to reduce the cost of the turf installation.	(\$37,180.96)
	2) Value Engineering to reduce the cost of the following allowances: Lime Treatment, Winterization, Track Repairs, Curb Ramp and Truncated Domes, Lowering of the Light Conduits.	(\$45,606.15)
	Change Order Subtotal:	(\$82,787.11)
	Original Contract:	\$1,850,851.78
	Previously Authorized Change Orders:	\$-0-
	New Contract Amount :	\$1,768,064.67

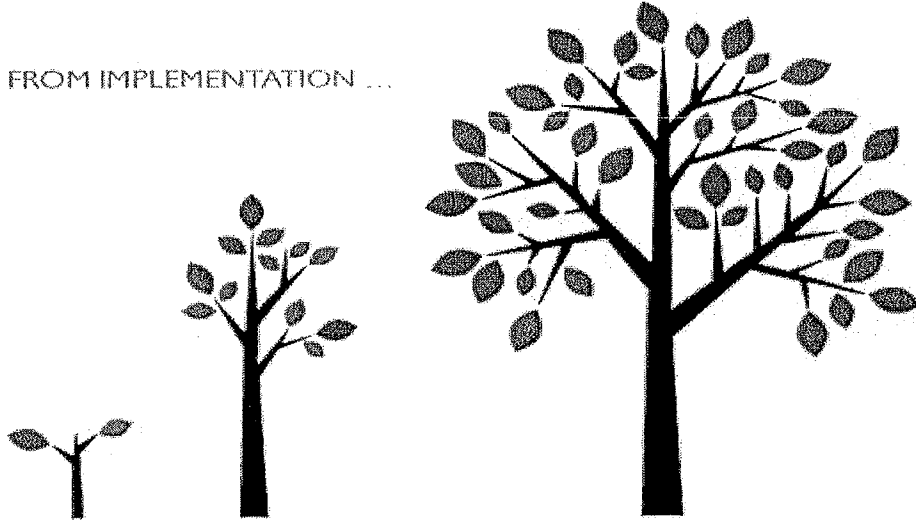
NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Clark & Sullivan Construction	Window Replacement at Camellia Basic School	August 18, 2014

Proposal for Sacramento Unified School District

FROM IMPLEMENTATION ...



... TO LONG-TERM SUCCESS

***enVisionMATH* Professional Development**

Pearson North America School Services

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Director of Key Customer Delivery
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June 19, 2014

Executive Summary

About Pearson North America School Services

The Pearson North America School Services group reaches students and changes lives by improving the quality of instruction in all classrooms, enabling states, districts, schools, and teachers to navigate fundamental and dramatic shifts in instructional leadership and classroom practices. We develop and deliver trusted, relevant, targeted and research-proven comprehensive professional development services, instructional solutions and materials, and education technologies. All of our comprehensive services are aligned with and help schools meet the Common Core State Standards. They allow educators and administrators in schools, districts, and states to empower and engage students through the methods and tools that are essential for helping them meet and sustain the highest achievement standards, no matter where they start.

A research review published by the U.S. Department of Education* synthesized the major findings of several professional development initiatives. The study was grounded in the premise that before changes in student achievement occur there are first changes in teacher knowledge, then teacher practice, and then finally student achievement changes. The study reported that when teachers received an average of 49 hours of professional development, student achievement scores increased by 21 percentile points.

Sacramento City Unified School District (SCUSD) will be supported by a team of professionals to assist school and district leadership in creating learning opportunities that meet District expectations and rigor of the Common Core State Standards. Robbin Calloway, Key Delivery Executive will be assigned to the project and serve as the primary contact for services provided to the District and oversees implementation of the enVisionMath professional development. A dedicated expert Mathematics Coordinator/Liaison, Janet Davis will partner with District Math Specialist to customize a professional development solution matched to the needs of teachers, which aligns to SCUSD objectives, pacing guides and the partnership with Generation Ready's existing job embedded coaching activities. The Mathematics Coordinator/Liaison will provide Administrative Workshops for principals and administrators. Certified educational math specialist, who are former educators and administrators with proven experience in K-12 education and continuing education for adults, will deliver these customized programs, to K-6 teachers. In each training session, they will help your educators understand research-based strategies and how to apply them in the context of goals and initiatives.

In choosing to partner with Pearson North America School Services, SCUSD benefits from the following:

- An organization with extensive experience in assessment, coaching, curricula, leadership, and professional development
- Leadership and coaching specialists who are former school and district administrators, and have completed intensive, rigorous certification programs.

* Yoon, K. S., Duncan, T., Lee, S. W.-Y., Scarloss, B., & Shapley, K. (2007). Reviewing the evidence on how teacher professional development affects student achievement (Issues & Answers Report, REL 2007-No. 033). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory Southwest. Retrieved from <http://ies.ed.gov/ncee/edlabs>

Pearson will offer SCUSD a professional development and support services plan that provides the following:

- Implementation essentials with embedded aspects of the schools' and district's instructional environment
- Support school and district leaders through Administrative Workshops
- Transition teachers from skill based content delivery to conceptual development for students
- Create a culture in which ALL see themselves as learners.
- Establish an environment of coaching, collaboration and feedback
- Capacity building, and coaching and training for District Math Leads and school site coaches

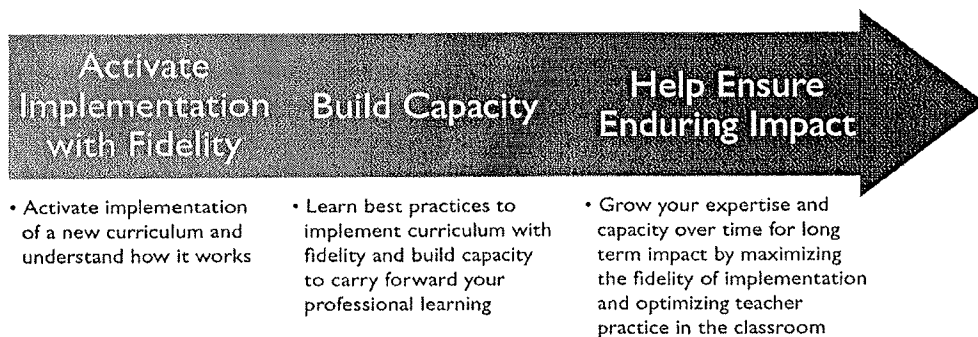
Pearson's Professional Development team will provide compelling reasons for all to learn through work that is challenging and interesting. Whether a faculty member or administrator; all should sense a challenge that demands effort and enjoys the intrinsic reward of meeting that challenge.

In a coaching environment for continuous growth, a coach teaches, encourages, and supports. This means moving away from judging and evaluating. (Barkley et al, 2001),

Pearson's Outcomes-Focused Suite of Professional Services

From content knowledge to pedagogical best practices, the development of college- and career-ready learners requires a paradigm shift for teachers.

Professional development supports helping districts shift teaching and learning to align to new, more rigorous instructional practices, assessments, and expected outcomes, in 3 phases.



Phase I entails preparatory work where, through a Planning Conference with the district or a school (as applicable), we identify needs and who will be participating in the program. Also in Phase 1 is a Product Orientation and deeper grade-level instructional strategies dive, with teachers. SCUSD Phase 1 activities should be scheduled for July-August.

Phase II focuses on building capacity within each site and with the Coaches and Math Leads. It involves focused Coaching Institutes for Math Coaches and School Site Leads. We will collaborate with you to develop the specific timetable and amount of days at each school.

Phase III will help ensure enduring impact and spans the academic year. It includes additional face-to-face professional development for leadership, coaches and math leads to deepen their understanding of

what to look for in their classrooms in order to provide consistent, actionable feedback to their teachers as those teachers employ standards based instructional practices through the use of enVisionMATH.

Collaborating on a Road Map for Sacramento City Unified School District

Pearson will work with you to determine the most effective road map to meet specific SCUSD’s training and professional needs. Initial planning will include the following:

- Identifying goals and objectives for delivering instruction and learning
- Identifying the current instructional practices, which will serve as a building block for attaining goals
- Designing an appropriate training and professional development plan and delivery format
- Partnering with Generation Ready for existing job embedded support activities

Sacramento City Unified School District educators participating in professional development and training from Pearson will be able to deliver research-based, content-rich, effective lessons that are based on best practices. Our experience, deep and broad-reaching support services, and highly-qualified education consultants provide best practices for an effective, efficient implementation process.

Sample Scope of Work and Solution Implementation Plan for SCUSD

Activation Services	Essentials Services	Enhance Practice Services	Growth Services
Activate implementation	Ensure fidelity of implementation	Optimize educator practice	Help ensure enduring impact

Pearson’s Mathematics Coordinator/Liaison will work with District Administrators and Math Coaches to customize a professional development plan to meet objectives, pacing and outcomes. The Mathematics Coordinator/Liaison will provide ongoing support and development opportunities to school site Math Leads throughout the lifetime of the implementation on a systematic basis to create a continuous loop of information and response to information that fosters a never-ending cycle of improvement. In addition, the Coordinator/Liaison will collaborate with Generation Ready for correlation with existing and ongoing job embedded coaching activities.

Pearson Education Specialist will work with the school-appointed Math Leads and the elementary math teachers in order to support the district’s efforts of improving the quality of instruction in the area of mathematics.

Both groups, the Math Specialists/Coaches and the elementary teachers, will be trained on 1) deeper, more effective implementation of the math curriculum, Envision Math, and 2) strengthening the lesson planning and lesson delivery through face-to-face professional development.

Face-to-Face Professional Development

Math Institutes:

Professional development sessions will center on effectively implementing Envision Math. Additionally, the sessions will focus on teaching mathematics conceptually. Math Specialists/Coaches and elementary math teachers would engage in several sessions with the following objectives:

- Identify Common Core State Standards support

- Understand the progressions of the math standards, lesson structure and planning options
- Engage in deeper understanding of rigor
- Navigate print and digital features
- Study students' work/tasks to determine alignment of standards and gauge student understanding in order to plan for next steps
- Identify differentiated instruction opportunities
- Scaffolding instruction to meet the needs of all students in the classroom
- Lesson planning activities that allow Pearson Specialists to provide feedback in order to strengthen the lessons.
- Comprehend assessment and progress monitoring options

Coaching Institutes:

SCUSD has a Math Lead at each participating elementary school. These leads will become the change agents for the district/schools in bringing about instructional transformation in the area of mathematics. Their training and preparation are critical to the success of a project that seeks to impact the school in every classroom. We propose to deliver the Coaching and Capacity Building Institute to the identified Math Specialists/coaches. The Institute is organized around three themes: developing skills for change, coaching for content, and fostering a coaching culture. An outline of available topics is presented below:

- I. Developing Skills for Change
 - a. Overview to Instructional Coaching
 - i. Defining the goals of the coaching relationship
 - b. Establishing the Effective Coaching Relationship: Communication Skills
 - i. Active Listening
 - ii. Effective questioning skills
 - iii. Giving feedback
 - c. Establishing the Effective Coaching Relationship - "Mental models" for:
 - i. Testing assumptions and inferences
 - ii. Analyzing dialogue and overcoming resistance
- II. Coaching for Content
 - a. Principles of Learning, Teaching and Curriculum as the basis for teacher professional development
 - b. Needs Assessment: Root cause analytical techniques for determining SCUSD in performance
 - c. Effective development planning for teachers
 - d. Shared Reflection: Lesson observation and coaching tools
- III. Fostering a Coaching Culture
 - a. Building and supporting collaborative professional learning communities
 - b. Working with groups: facilitation skills and facilitative leadership
 - c. Professional learning communities in practice
- IV. Intervention Structure and Strategies
 - a. Tiered Intervention
 - b. Workshop Structures
 - c. Standards-Based Classrooms

We recommend all District Math Coaches and School Site Leads attend each face-to-face training designed for elementary math teachers. The goal is to have Math Coaches and Leads knowledgeable about every aspect of rigorous mathematics instruction in order to use their skills and processes to support implementation of the practices that teachers learn in the institutes. In turn, Math Coaches and Leads will support math teachers as they strive to deepen the implementation of Envision Math and implement the strategies learned in the face-to-face PD to improve pedagogy in their classrooms.

Implementation Plan

Below, we will describe the recommended implementation/professional development path to support the district's efforts. Each session lasts 6 hours & up to 30 participants.

Year 1: Planning & Customization

- 1 day- Face to face planning meeting with District Administration, Key Customer Delivery Director, Key Customer Delivery Executive and Mathematics Coordinator/Liaison
- 5 days-Develop training framework, grade level specific tasks and alignment with Generation Ready and SEL Competencies (1 on-site & 4 off-site)
- 2-days-Advanced support evaluation, status check (weekly, bi-weekly, monthly) and adjustments based on District feedback

Face-to-Face Professional Development

- 2 days-Principal and Administrator Workshop
- 2 days-Grade level banded professional development for the school-appointed Math Specialists/coaches and elementary math teachers (K-6) on deepening the implementation of Envision Math
- 4 days-Professional development for the school-appointed Math Coaches/Leads on effective building coaching skills and supporting instructional change

Year 2: Job-Support for Math Coaches and Leads

- 4 days on-site instruction to Math Coaches and School Site Leads to support implementation of strategies and concepts explored during the face-to-face PD sessions

Year 3: Job-Support for Math Coaches and Leads

- 3 days on-site instruction to Math Coaches and School Site Leads

Year 4: Job-Support for Math Coaches and Leads

- 2 days on-site instruction to Math Coaches and School Site Leads

Year 5: Job-Support for Math Coaches and Leads

- 2 days on-site instruction to Math Coaches and School Site Leads

Year 6: Job-Support for Math Coaches and Leads

- 2 days on-site instruction to Math Coaches and School Site Leads

Professional Development Pricing Proposal

District	Sacramento City Unified School District			
Address	5735 4 th Avenue – Sacramento, CA 95824			
Contact	Iris Taylor, Ed.D; Assistant Superintendent of Curriculum & Instruction			
Phone	916.643.9120			
Email	Iris-taylor@scusd.edu			
ISBN / Year	TOPICS	UNITS	PRICE	
Year 1	On site planning meeting to determine specifics for preparation of SCUSD-specific, grade banded math topics	1 x 1 Math Lead	\$3500	
	Review and customized professional development modules with District Leadership and Generation Ready (On site activity by Pearson Math Liaison & Delivery Executive)	1 x 1 Math Lead	\$3500	
	Design initial K-6 customized training modules with District feedback. (Off site activity by Pearson Math Liaison & Team) *1 additional specialist	3 x 1 Math Lead 3 x 3 Specialist	\$31,500	
	Activation Workshop (3 On-site facilitators) *1 additional specialist	7 x 3 Specialist	\$0.00	
	K-6 Teachers & District Math Coach Product Implementation/ Problem Based Interactive Learning/ Lesson Study / Digital Components. 8/4 through 8/22 (3 On-site facilitators) *1 additional specialist	7 x 3 Specialist	\$73,500	
	Leadership Workshop Facilitated by Cathie Dillender, with lunch	1 x 1 Specialist	\$0.00	
	Customized Advance Support/ Coaching/ Content specific grade bands / Program Adjustment & Enhancement for Math Leads & District Math Coaches. 1 day each quarter.	16 x 1 Math Lead	\$56,000	
	Evaluation, status check and feedback weekly, bi-weekly, monthly meetings (Webinar / Conference Calls with Math Lead)	2 x 1 Math Lead	\$7,000	
Year 2	Customized Advance Support/ Coaching/ Program Adjustment & Enhancement	16 x 1 Math Lead	\$56,000	
	Evaluation, status check and feedback monthly meetings (Webinar / Conference Calls with Math Lead)	2 x 1 Math Lead	\$7,000	
Year 3	Customized Advance Support/ Coaching/ Program Adjustment & Enhancement	12 x 1 Math Lead	\$42,000	

	Evaluation, status check and feedback monthly meetings (Webinar / Conference Calls with Math Lead)	2 x 1 Math Lead	\$7,000	
Year 4	Customized Advance Support/ Coaching/ Program Adjustment & Enhancement	8 x 1 Math Lead	\$28,000	
	Evaluation, status check and feedback quarterly meetings (Webinar / Conference Calls with Math Lead)	1 x 1 Math Lead	\$3,500	
Year 5	Customized Advance Support/ Coaching/ Program Adjustment & Enhancement	8 x 1 Math Lead	\$28,000	
	Evaluation, status check and feedback quarterly meetings (Webinar / Conference Calls with Math Lead)	1 x 1 Math Lead	\$3,500	
Year 6	Customized Advance Support/ Coaching/ Program Adjustment & Enhancement	8 x 1 Math Lead	\$28,000	
			SUB-TOTAL:	\$378,000
<i>18.5% Discount</i>				(\$69,930)
			TOTAL:	\$308,070

Prices do not include applicable state and sales tax

Pearson Account General Manager	Jack Kenny
Phone	Office: 510.558.8423 Mobile: 510.326.2550 Fax: 510.327.0368
Email	jack.kenny@pearson.com
Date	June 19, 2014

Staffing

To facilitate training for SCUSD, four (4) Pearson Specialist are assigned to the project. Three (3) of the assigned Pearson Math Specialist will remain throughout the 14 days of on-site teacher professional development.

Pearson cannot guarantee the same Math Specialist beyond the initial 14 day commitment.

The Key Delivery Executive (KDE), Robbin Calloway, will be the key contact person and will be available to answer questions and guide the implementation. The KDE will meet with District leadership, via telephone and in person to ensure the execution of services meets District expectations.

Summary

By participating in *enVisionMATH* professional development workshops, your educators will be able to deliver content-rich, effective lessons that are based on best practices. Students, in turn, will better understand the concepts taught within *enVisionMATH* and will demonstrate greater comprehension in mathematics concepts.

144-00097.1
SAIS-00101

ADDENDUM TO EMPLOYEE LOAN AGREEMENT, NO. 1

Recitals

SACRAMENTO MUNICIPAL UTILITY DISTRICT ("SMUD"), Sacramento City Unified School District ("SCUSD"), and SAM STARKS ("Starks") are collectively referred to hereinafter as "the Parties."

On February 13, 2014, the Parties executed an Employee Loan Agreement (hereinafter the "Agreement") setting forth the terms and conditions whereby SMUD would loan SMUD employee, Starks, to SCUSD to further the Parties' shared interest to better the Sacramento Region through the Pathways to Success program. Per the Employee Loan Agreement, Starks was to perform the duties of the Director of Community Engagement for Pathways to Success ("DCE").

Since Starks assumed the DCE position, SCUSD has lost funding from its partners related to Pathways to Success. To meet its payments to Starks, SCUSD must draw upon other funds. Along with the funds that SCUSD intends to reallocate to the Pathways to Success program, SCUSD must also reallocate additional job duties to Starks.

The Parties now wish to amend the Agreement to reflect necessary changes to Starks' job title, his job duties, and his reporting obligations while working for SCUSD.

Amended Terms

1. This Addendum to Employee Loan Agreement, No. 1 becomes effective the date all of the Parties have executed it.
2. All of the terms included in the Agreement (including a clarification SMUD and Starks signed on February 20, 2013 related to the SMUD benefits Starks will retain while employed with SCUSD) will remain in effect to the extent they are consistent with the amendments listed herein below.
3. SCUSD may use Starks in a position other than that of DCE. SCUSD may also change Starks job title from DCE consistent with the job duties that may be added to or removed from Starks while working for SCUSD. Some of the additional duties that SCUSD is permitted to assign to Starks include (1) support of SCUSD grant programs and (2) fundraising. SCUSD may also change who Starks will report to and who will review Starks' performance.
4. Any reference in the Agreement to the DCE position incorporates any new job title, job duties, and/or reporting obligations that are added to or removed from Starks pursuant to this Addendum to Employee Loan Agreement, No. 1.

- 5. The Parties specifically acknowledge that the changes to Starks' job title, job duties, and reporting obligations do not alter their acknowledgement that Starks will continue to be (1) exempt from any laws requiring meal and rest periods and premium pay for overtime, holiday work, and weekend work; and (2) expected and will devote more than 50% of his work time to engage in managerial activities.

Each of the Parties freely and voluntarily enter into this Addendum to Employee Loan Agreement, No. 1. Each Party or responsible officer or agent thereof has read the Addendum to Employee Loan Agreement, No. 1 and understands the contents hereof. Each of the persons executing the Addendum to Employee Loan Agreement, No. 1 on behalf of the respective Parties is empowered to do so and thereby binds their respective Party.

Accepted for Sacramento Municipal Utility District

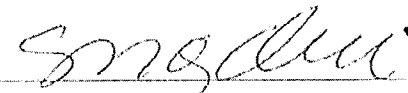
By: 

Name: Gary King

Title: Chief Information & Technology Officer
(Type or Print)

Date: 7.31.14

Accepted for Sacramento City Unified School District

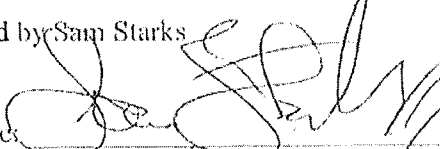
By: 

Name: Sara Noguchi
(Type or Print)

Title: Interim Superintendent

Date: 7/30/2014

Accepted by Sam Starks

Signature: 

Date: 7/30/2014

14-00097

EMPLOYEE LOAN AGREEMENT

Parties

The parties to this EMPLOYEE LOAN AGREEMENT ("Agreement") are SACRAMENTO MUNICIPAL UTILITY DISTRICT ("SMUD"), Sacramento City Unified School District ("SCUSD") and SAM STARKS ("Starks"). SMUD and SCUSD, and Starks are collectively referred to hereinafter as "the Parties."

Recitals and Acknowledgements

SMUD and SCUSD are separate and independent entities. However, both of these entities seek to serve the community, while contributing to an improved quality of life in the region. These entities also seek to better ensure there are individuals in the Sacramento Region who are adequately educated and prepared to meaningfully contribute to the region's workforce and potentially for SMUD.

SCUSD, SCC (Sacramento City College) SHF (Sierra Health Foundation) and CSUS (California State University Sacramento) have jointly created a program known as SACRAMENTO PATHWAYS TO SUCCESS: A PARTNERSHIP FOR COLLEGE TO CAREER ("Pathways to Success") to provide opportunities to inform, guide and assist families, children and other young people in the Sacramento Region as they navigate an increasingly clear pathway that helps them persist from kindergarten to a college education or career, and enjoy the quality of life afforded by that effort. SMUD also has an interest in supporting entities that provide such information and support to the Sacramento Region.

Pathways to Success needs a Director of Community Engagement . Sam Starks is an employee of SMUD at the time this Agreement is being contemplated. Starks is interested in furthering the goals of Pathways to Success. SCUSD, SCC, SHF and CSUS believe Starks is well-qualified to fulfill the duties of the Community Engagement Director. The Parties desire to enter into this Agreement so that SMUD is compensated for loaning Sam Starks to Pathways to Success to serve as its Community Engagement Director, allowing the Parties to further encourage and extend the information and support of Pathways to Success to the Sacramento Region.

Therefore, in consideration of the mutual agreements set forth in this Agreement and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms

1. Effective Date

This Agreement becomes effective the date all of the Parties to this Agreement have executed it.

2. Loan Terms

2.1 In exchange for the payment and obligations specified in this Agreement, SMUD agrees to release Starks from his present duties as an employee at SMUD and loan Starks to SCUSD for the sole purpose of SCUSD employing Starks as the Community Engagement Director for the Pathway to Success (herein after "DCE") for up to three (3) years (renewable annually as set forth below) from the effective date of this Agreement. Starks shall perform the duties of the "DCE" as directed and identified in the agreed upon job description (see attached) to carry out the policies and provisions of the Memorandum of Understanding of Pathways to Success (the "MOU"). The Executive Council will review Starks job performance prior to renewing the contract term on an annual basis, for up to three (3) years, commencing on the renewal date of July 1, 2014 and annually thereafter pro rated to the contract term of up to three (3) years from the effective date as set forth herein. Unless written notice is provided to Starks at least thirty (30) days before the July 1 annual anniversary date, the Agreement shall be renewed for an additional year or pro ration thereof. A favorable evaluation by the Executive Council shall be a condition to the annual renewal of the Agreement. Starks will be evaluated based on an evaluation instrument designed by the Executive Council and Starks.

2.2 When Starks no longer serves as the DCE, assuming he is not released from that position for incidents involving theft, fraud, embezzlement, bribery, or a felony conviction, SMUD shall permit Starks to return to his Civil Service classification or to a comparable classification pursuant to Rule 9 of SMUD's Civil Service Rules. Starks will continue to accrue seniority with SMUD while serving as the Director of Community Engagement.

3. Payments

3.1 During the time period in which Starks serves as the Community Engagement Director, SCUSD will make monthly payments to SMUD of Nine Thousand Fourteen Dollars (\$9,014.00), which payment is due by the 7th day of the following month. Such payments will continue from the effective date of this Agreement until Starks is no longer the Director of Community Engagement. The first and last month's payments may be prorated by the number of calendar days in which Starks was the Director of Community Engagement during those months. One year after the effective date of this Agreement, and continuing each year thereafter, SCUSD will increase the monthly payments to SMUD made during the prior 12 months by three percent (3%).

3.2 As of the effective date of this Agreement and continuing throughout the time that Starks is the Director of Community Engagement, SMUD will provide Starks the salary and benefits applicable to his job classification on the effective date of this Agreement. SMUD will continue to make all necessary employment-related withholdings associated with such payments.

3.3 SCUSD shall assume all responsibility (including costs) for obtaining and maintaining workers' compensation coverage for Starks while he is the Director of Community Engagement for the Pathway.

3.4 While Starks is the Director of Community Engagement, SMUD will continue to provide the same sick leave and vacation benefits to Starks as SMUD provided as of the effective date of this Agreement. Starks will obtain approval from SCUSD for any sick leave or vacation time, and on any occasion that SCUSD grants Starks vacation or sick leave, SCUSD will inform SMUD's Supervisor of Compensation and Selection of the approved leave.

3.5 Other than the payments made in Subsections 3.1 through 3.4, SCUSD, SCC, SHF and CSUS will not promise or provide Starks with any additional compensation or benefits. Starks agrees he will not accept any compensation or benefits from SCC, SHF, and CSUS.

3.6 Starks recognizes and agrees he shall not be eligible to receive any bonus or other performance based compensation available to SMUD employees while working as the Director of Community Engagement.

4. Other Duties

4.1 In performing the duties of Director of Community Engagement, Starks acknowledges that he is not acting as a representative of SMUD in any fashion whatsoever and agrees he will not represent himself (or allow others to represent himself) as a representative or employee of SMUD while he is the Director of Community Engagement. Starks will not use (or permit others under his control to use) SMUD's property, resources, image/logo, confidential information, and trade secrets while he is the Director of Community Engagement. Should Starks violate this Subsection, he expressly acknowledges such conduct would amount to insubordination and inattention to public service, permitting SMUD to potentially terminate this Agreement and/or refuse to reinstate Starks's employment with SMUD.

4.2 Starks shall not accept or engage in any other employment or activity that conflicts with the interests of the other Parties to this Agreement.

4.3 SCUSD shall take reasonably appropriate actions to provide Starks with a work environment and employment that is free from illegal discrimination, harassment, and/or retaliation. SCUSD assumes responsibility for taking reasonably appropriate actions to prevent Starks from experiencing or committing any illegal acts of discrimination, harassment, and/or retaliation. SCUSD will not prohibit, discourage, or dissuade Starks from any good-faith whistle blowing actions on the part of Starks. Starks will abide by SCUSD's policies/standards of conduct and performance. SCUSD will provide office space and equipment for Starks.

4.4 SCUSD shall provide Starks with the training, tools, and resources suitable, in the discretion of SCUSD, for the Director of Community Engagement position. SCUSD shall be responsible for reimbursing Starks for any reasonably reimbursable expenses, in accordance with the policies of SCUSD, Starks incurs as the Director of Community Engagement.

4.5 The Parties acknowledge that the Director of Community Engagement is exempt from laws requiring meal and rest periods and premium pay for overtime, holiday work, or weekend work. The Parties expressly acknowledge they do not dispute the appropriateness of classifying Starks as an exempt from these laws. The Parties further acknowledge that Starks'

primary duties as the Director of Community Engagement will be managerial in nature and that he will be expected to devote all or substantially all, and at least more than 50%, of his work time engaged in managerial activities. The minimum number of hours devoted to Pathways to Success shall average at least 40 hours a week.

5. Indemnification and Breach of Contract

5.1 To the fullest extent permitted by law, SCUSD, shall unconditionally protect, indemnify, hold harmless, and defend (with counsel reasonably acceptable to SMUD if permitted by the joint powers authority or insurance covering SCUSD) SMUD, and its past, present and future directors, officers, representatives, agents, and employees (each a "SMUD Party") from and against any and all losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs, and expense (including without limitation, reasonable attorneys' and other professional fees, expert witness fees, and other costs and expenses in connection with any claim, action, suit, or proceeding brought against SMUD or a SMUD Party) which SMUD or any SMUD Party may incur, suffer, or become liable for, attributable to, arising out of, or in any way related to:

- 5.1.1 Any Party, other than SMUD, breaching any and all of the duties set forth in this Agreement;
- 5.1.2 Starks incurring a workers' compensation injury attributable to his employment at Director of Community Engagement;
- 5.1.3 Any act, omission, or negligence of Starks as the Director of Community Engagement throughout the duration of this Agreement.
- 5.1.4 Starks either engaging in or experiencing illegal discrimination, harassment, and/or retaliation during the time period that Starks is the Director of Community Engagement.

5.2 To the fullest extent permitted by law, SMUD shall unconditionally protect, indemnify, hold harmless, and defend (with counsel reasonably acceptable to SCUSD) SCUSD, and its past, present and future directors, administrators, representatives, agents, and employees from and against any and all losses, damages, claims, liabilities, judgments, actions, settlements, lawsuits, fines, levies, assessments, penalties, interest, costs, and expense (including without limitation, reasonable attorneys' and other professional fees, expert witness fees, and other costs and expenses in connection with any claim, action, suit, or proceeding brought against SCUSD or attributable to, arising out of, or in any way related to SMUD's breach of its obligations under this Agreement.

5.3 Any dispute arising from performance of the Agreement shall be subject, if agreed to by the Parties, to voluntary mediation. In the event the dispute is not resolved through mediation, the Parties agree to submit any dispute to binding arbitration pursuant to the rules of the American Arbitration Association ("AAA") unless an alternative binding arbitration provider is agreed to by the Parties. The prevailing Party (or Parties) shall have the right to collect from

the other Party (or Parties), as determined by the arbitration award, its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

6. General Provisions

6.1 No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the Parties.

6.2 This Agreement contains the entire understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter of the Agreement. There are no agreements, representations, or warranties between or among the Parties other than those set forth in this Agreement.

6.3 The provisions of this Agreement will inure to the benefit of the Parties binding on their respective representatives, successors, and assigns, except that Starks may not assign or otherwise transfer his duties or obligations under this Agreement to another. SMUD and SCUSD will not transfer or assign this Agreement without the other's written consent.

6.4 The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.

6.5 This Agreement shall be governed, construed and interpreted solely by and under the applicable laws of the State of California without regard to conflict of laws provision. Any action brought to enforce the terms of this Agreement shall be venued in an appropriate court in Sacramento County, California.

6.6 If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated so long as the provision, covenant, or condition determined to be invalid, void, or unenforceable does not materially alter the essential terms of this Agreement.

6.7 Each Party has entered into this Agreement freely and voluntarily. Each Party or responsible officer or agent thereof has read this Agreement and understands the contents hereof. Each of the persons executing the Agreement on behalf of the respective Parties is empowered to do so and thereby binds their respective Party.

[The remainder of this page is intentionally left blank]

Accepted for Sacramento Municipal Utility District

By: 

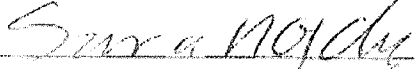
Name: JOHN DISTASIO
(Type or Print)

Title: GM & CEO

Date: 2/13/14

(B)

Accepted for Sacramento City Unified School District

By: 

Name: Sara Nojdu
(Type or Print)

Title: Superintendent

Date: 2/11/14

Accepted by Sam Starks

Signature: 

Date: 2/11/14



Sacramento Pathways to Success: *A Partnership for College to Career*

Director of Community Engagement

JOB SUMMARY

Under general direction of the Executive Council and the Executive Director and in collaboration with the Steering Committee, coordinate community engagement activities for Sacramento Pathways to Success: A Partnership for College to Career (SPS) for Sacramento City Unified School District, Sacramento City College and California State University, Sacramento. Develop and maintain communications and working relationships with faculty, staff and students at all three partner organizations, public and private corporations, state and federal legislative branches, and other community and governmental agencies to facilitate the program's goals, objectives, and progress toward identified community engagement outcomes.

Primary Duties

As a member of the Steering Committee, the incumbent will perform the following duties on a regular basis:

- Facilitate effective networking and position the SPS partnership as an organization promoting active partnerships among public and private corporate and public agency sponsors; speak at public events, provide conference presentations, coordinate receptions and reception sponsors; and, plan and implement collaborative working sessions for initiatives, planning and reporting.
- Facilitate the development of a strategic engagement plan. Organize, manage, and integrate special fundraising initiatives and partnerships including identifying possible funding sources in the corporate and foundation arenas, expanding initial programs to full collaborative partnerships, and preparing grant applications.
- Provide broad, imaginative strategies for developing partnerships and funding sources that enhance the education of students and attain policy goals of the program's goals, objectives, and progress toward identified outcomes; and, provide focus on detail and follow-through for program proposals and implementation.
- Provide ongoing communication with stakeholders on progress of SPS partnership activities related to community engagement.
- Create mechanisms for internal and external evaluation of engagement initiatives.
- Assist with public relations and communications for programs; and, develop, conduct and evaluate program marketing campaigns, including direct partnerships with media, corporate or other organizations when related to community engagement activities.



Sacramento Pathways to Success: *A Partnership for College to Career*

- Meet with and address, as needed, a variety of groups, including, but not limited to, school/college administrators, board members, officials of public and private agencies and corporations, to gather and disseminate information relative to a variety of community engagement program initiatives and other related issues.
- Work collaboratively with the Executive Director and the Community Engagement Team to ensure the congruency of the program and the messaging within the community.
- Other duties as assigned.

Qualifications*

Knowledge & Abilities:

The incumbent is expected to possess and be able to demonstrate successful experience with:

- Coordinating complex, multi-faceted programs involving multiple constituencies. *E*
- Public education concerns, issues and legislation in primary, secondary and post-secondary education segments. *E*
- Displaying competence in the history of and emerging issues surrounding school/college reform work in the greater Sacramento region, California, and the nation. *E*
- Understanding and analyzing Federal, state and local regulations related to grant-funded programs, as well as foundation sources. *E*
- Grant writing processes, applications, procedures and deadlines including a good working knowledge of the concepts, principles, kinds, and practices of grant development. *E*
- Marketing techniques and strategies. *E*
- General personal computer hardware and software, Internet and web page applications and resources. *E*

Skills:

The incumbent will be able to:

- Build collaboration and consensus with diverse groups of partners and individuals including corporate and government agencies. *E*
- Formulate and express ideas and concepts in a clear and concise manner, verbally and in writing, with special sensitivity to the needs of diverse populations. *E*
- Adapt to changing circumstances and work quickly under pressure of deadlines. *E*



Sacramento Pathways to Success: A Partnership for College to Career

- Establish and maintain effective working relationships with public and corporate executives and elected officials. *E*

* *E* = Essential for position; *P* = Preferred for position

Education, Training & Experience:

The incumbent is expected to have:

- Graduated from an accredited four-year college or university with a degree in communications, public relations, education, social work, political science, business, or other related fields. A Master's degree in a related field is desirable.
- Three years of experience in program management, coalition building, advocacy, public policy, lobbying, grant writing, for public or non-profit agencies, or other related work experience. Experience within a public education setting is preferred.
- Previous experience establishing networks of resources for education partnerships, community organizations, public and private corporate sponsorships, or other agency support initiatives.
- Other combinations of training and/or experience that could likely provide the desired skills, knowledge or abilities required for this position.

Licenses & Other Requirements

The incumbent may be required to travel including the use of a personal automobile and must possess a valid California class "C" driver's license. In addition, the position may routinely require travel to conferences and training programs throughout the United States. The incumbent is expected to work a varied schedule (including some nights and weekends as needed).

There may be other disclosures required for the final position description. For example, the position description may need to include such items as Working Conditions (Environment), Physical Abilities/Demands, Americans with Disabilities Act compliance, and requirements such as fingerprinting and background checks.

Consider adding statements addressing:

- *Cultural competence, strategies for addressing linguistic diversity, demonstrated effectiveness in working with diverse populations*
- *Fostering a research agenda, particularly around longitudinal outcomes*

Following clarification of the "lines of communication", modify job description to include: who, how often, how they are held accountable for outcomes.