



**Council Meeting: September 9, 2008**

**SUBJECT: Agreement Between the City of Sunnyvale and Junior Achievement of Silicon Valley and Monterey Bay for K-12 Work Readiness and Economics Education**

**REPORT IN BRIEF**

In accordance with City Council's policy governing "Relationships with Outside Groups," and Council's adoption of the FY 2008/09 budget, this report reviews a proposed agreement between the City and Junior Achievement of Silicon Valley and Monterey Bay (JA), a non-profit, community-based organization that provides work readiness and economics education for students in K-12 grades. JA's educational activities are consistent with the City of Sunnyvale's Socio-Economic Sub-Element, but are not offered by the City. Please see Attachment A, *Agreement Between City of Sunnyvale and JA*.

Staff recommends that Council approve the new JA Agreement dated July 1, 2008, and authorize the City Manager to enter into said Agreement on behalf of the City.

**BACKGROUND**

On June 10, 2008, Council authorized one-time funding of \$10,740 in FY 2008/2009 to JA with the approval of Budget Supplement No. 18 – *Junior Achievement of Silicon Valley and Monterey Bay Seeks \$10,740 for K-12 Work Readiness and Economics Education* (RTC No. 08-176). The budget supplement of \$10,740 will be identified in the General Fund for reimbursement to JA for services provided during FY 2008/09.

Staff provides the proposed new JA Agreement dated July 1, 2008, for Council consideration. The agreement proposed in this report is also consistent with the *Relationships with Outside Groups* Council Policy. See attachment B, Council Policy 7.24, *Relationships with Outside Groups*.

**EXISTING POLICY**

Community Development Strategy – Goal: Work with those agencies responsible for education and job training so as to better prepare our workforce for the future jobs of Silicon Valley.

Socio-Economic Sub-Element Policy 5.1H.8 – Encourage programs that assist at-risk youth in obtaining an education and learning job skills.

**DISCUSSION**

The *Relationships With Outside Groups Policy* facilitates the provision of programs by an outside group that provides a community service, or promotes an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses, and/or has as its purpose the raising of funds and provision of financial support for the City's programs.

With this agreement, JA will provide 86 classes on work readiness and economics education throughout various elementary, middle, and high schools in Sunnyvale. JA has a comprehensive K-12 curriculum that teaches young people about business, economics and workforce readiness through business and community volunteers helping in the classrooms on a continuous basis, with a defined curriculum. JA plans to utilize over 150 role models from business and the community to teach 2,300 Sunnyvale youth and provide them the essential skills for the world of work.

**FISCAL IMPACT**

\$10,740 will be identified in the General Fund for reimbursement to JA for services provided during FY 2008/09.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, in the Council Chambers lobby, in the Office of the City Clerk, at the Library, Senior Center, Community Center and Department of Public Safety; posting the agenda and report on the City's Web site; and making the report available at the Library and the Office of the City Clerk.

**ALTERNATIVES**

1. Approve the Agreement between the City of Sunnyvale and Junior Achievement of Silicon Valley and Monterey Bay for \$10,740, depicted by Attachment A, to provide work readiness and economics education for students in K-12 grades and authorize the City Manager to enter into said Agreement.
2. Do not approve the Agreement between the City of Sunnyvale and Junior Achievement of Silicon Valley and Monterey Bay.
3. Other action as determined by Council.

**RECOMMENDATION**

Staff recommends Alternative No. 1. Approve the Agreement between the City of Sunnyvale and Junior Achievement of Silicon Valley and Monterey Bay for \$10,740, depicted by Attachment A, to provide work readiness and economics education for students in K-12 grades and authorize the City Manager to enter into said Agreement. This alternative would allow staff to implement City Council's June 10, 2008 action to provide one-time funding of \$10,740 in FY 2008-09 to JA.

Reviewed by:

Robert Walker, Assistant City Manager  
Prepared by: Angela Chan, Youth & Family Resources Manager

Amy Chan  
City Manager

**Attachments**

- A. Agreement between City of Sunnyvale and JA
- B. Council Policy 7.2.4, Relationships with Outside Groups

## **Attachment A**

## A G R E E M E N T

THIS AGREEMENT dated July 1, 2008 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and a non-profit corporation JUNIOR ACHIEVEMENT OF SILICON VALLEY ("JA" or "CONTRACTOR")

## W I T N E S S E T H

WHEREAS, JA has applied to CITY for and has been appropriated City funds in the amount of \$10,740.00 for the purpose of providing education to young people from kindergarten through high school about economics and the workplace for fiscal year 2008/2009 ("Program").

NOW, THEREFORE, THE PARTIES agree to comply with the requirements set forth in the following documents, which are attached hereto and incorporated by these references herein:

- 1) Exhibit A: Standard Provisions
- 2) Exhibit B: Budget, Method of Payment and Reporting
- 3) Exhibit C: Quarterly Performance Report and Request for Reimbursement
- 4) Exhibit D: JA Application

### I. PROGRAM COORDINATION

- A. Robert Walker, or his designee, shall be the PROGRAM MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.
- B. JA shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this agreement change, CONTRACTOR shall notify CITY immediately of such occurrence.
- C. All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following addresses:

CITY: Robert Walker – Program Manager  
P.O. Box 3707  
Sunnyvale, CA 94088-3707  
(408) 730-7458

CONTRACTOR: Junior Achievement of Silicon Valley  
Steve Tedesco - President  
3150 De La Cruz Blvd, Suite 103  
Santa Clara, CA 95054  
(408) 988-8915

This agreement shall be for the period of July 1, 2008, through June 30, 2009.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate.

APPROVED AS TO FORM: ("CITY")

\_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Amy Chan, City Manager

ATTEST: ("CONTRACTOR")

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
President

("CONTRACTOR")

BY: \_\_\_\_\_  
Secretary

**STANDARD PROVISIONS**

I. OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall be responsible for the following:

A. Organization

1. Provide CITY with
  - a) Articles of Incorporation or other organic documents under the laws of the State of California or under the laws of the state of incorporation that the organization is incorporated.
  - b) A copy of its current bylaws.
  - c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
  - d) Names and addresses of current Board of Directors.
  - e) An updated copy of organization's financial policies.
2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the PROGRAM MANAGER.
3. Permit no member of its Board of Directors to become a paid employee or paid agent of CONTRACTOR, or to receive any funds under this agreement, or to have any financial interest in this agreement.

B. Religious Entity

1. Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. Will not provide religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

C. Program Operations

1. Coordinate its services with other existing organizations providing similar services in order to foster community cooperation and to avoid unnecessary duplication of services.

2. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are provided in cooperation with City of Sunnyvale" or "funded in whole or part by City of Sunnyvale."
3. Fully cooperate and communicate with the PROGRAM MANAGER relating to any PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

D. Fiscal Responsibilities of CONTRACTOR

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the CONTRACTOR, including the receipt and disbursement of program funds.
2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
4. Ensure proper internal control practices are in place. This includes complying with the following standard financial policies and procedures:
  - a) All cash received by CONTRACTOR is counted and verified by a minimum of two people.
  - b) Authorized signatories are established for checks and signature bank cards updated when officers change.
  - c) An invoice from a vendor, or standard reimbursement claim form from an individual, is required in order to process a reimbursement.
  - d) All checks, accompanied by supporting documentation, are signed by the fiscal agent and/or other required signatories. Any check written in an amount less than \$251 requires one signature. Any check written for \$251 or greater requires two account signatories.
  - e) All checks are pre-numbered and accounted for monthly. The fiscal agent shall retain a copy of all written checks with supporting documents. All voided checks must be defaced and retained either on the check stub or with the bank account statement.
  - f) No checks may be written to "cash" or "bearer." Blank checks may never be signed in advance, and shall be kept in secured storage.
  - g) The executive director's personal expense checks require two signatures (excluding the executive director) regardless of amount.

5. If the operating budget of the CONTRACTOR is greater than \$500,000, the CONTRACTOR is required to have an independent audit performed. The auditor's report and financial statements, prepared in accordance with generally accepted auditing standards, must be submitted to the CITY within 150 days of the end of the CONTRACTOR'S fiscal year. Exceptions can be made to this requirement with prior approval from the CITY'S Director of Finance.
6. If the operating budget of the CONTRACTOR is \$500,000 or less, or if the CONTRACTOR is not required to have an independent audit performed, CONTRACTOR must provide an annual financial report, which includes a profit and loss statement, a cash flow statement, and budget comparisons in an understandable manner. This annual financial report must be signed by the fiscal agent and must be submitted within 90 days of the end of the CONTRACTOR'S fiscal year.

E. Records, Reports and Audits of CONTRACTOR

1. Preservation of Records: CONTRACTOR shall preserve and make available its records pertaining to the operation of this agreement
  - a) until expiration of three years from the date of final payment pursuant to this agreement, and
  - b) for such longer period, if any, as is required by applicable law, or,
  - c) if this agreement is completely or partially terminated, records shall be preserved and made available for a period of three years from the date of any resulting final settlement.
2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, CONTRACTOR agrees that CITY, or its duly authorized representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this agreement and its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege. CONTRACTOR also agrees that the CITY or its duly authorized representatives have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this agreement.
3. Audits: The CITY may perform an independent audit of CONTRACTOR'S financial records for consistency with Financial Policies and Procedures. Such audit may cover programmatic as well as fiscal matters. CONTRACTOR will be notified in advance that an audit will be conducted. CONTRACTOR will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.

F. Insurance

1. CONTRACTOR shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificates of Insurance to the City of Sunnyvale's Program Manager.
2. CONTRACTOR shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.
3. CONTRACTOR shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONTRACTOR, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONTRACTOR, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.
4. The liability insurance shall include, but shall not be limited to:
  - a) Protection against claims arising from bodily and personal injury and damage to property, resulting from CONTRACTOR'S OR CITY'S operations and use of owned or non-owned vehicles.
  - b) Coverage on an "occurrence" basis.
  - c) Notice of cancellation to CITY'S Program Manager at least thirty (30) days prior to the cancellation effective date.
5. The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:
  - a) The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
  - b) CITY must be named as additional insured with respect to the services being performed under the contract.
  - c) The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.

G. Assignability and Independent Contractor Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.

2. No subcontractor of CONTRACTOR will be recognized by CITY as such; rather, all subcontractors shall be deemed to be employees of CONTRACTOR and CONTRACTOR agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

H. Nondiscrimination

CONTRACTOR shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. CONTRACTOR certifies that it is aware of the requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

I. Surveys

CONTRACTOR will submit forms acceptable to CITY, and either independently or at CITY'S request, to clients served through the course of this agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY'S monitoring program.

II. OBLIGATIONS OF CITY

- A. CITY staff shall provide assistance to CONTRACTOR in explaining CITY imposed procedural or substantive contract requirements.

B. Monitoring and Evaluation

Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. CONTRACTOR shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY.

C. Payment of Invoices

Upon submittal of invoices by CONTRACTOR, CITY agrees to provide payment to the CONTRACTOR, within 30 days of submittal of invoice, subject to the conditions of other provisions in this agreement. CONTRACTOR shall submit invoices on forms provided by CITY.

### III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by CONTRACTOR while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent CONTRACTOR or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

### IV. HOLD HARMLESS

CONTRACTOR shall defend, indemnify and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

- A. Any noncompliance by CONTRACTOR or PROGRAM with such laws, ordinances, codes, regulations and decrees;
- B. Any torts committed by CONTRACTOR, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this agreement;
- C. All suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of CONTRACTOR'S performance under this agreement, including CONTRACTOR'S failure to comply with or carry out any of the provisions of this agreement.

### V. CONTRACT NON-COMPLIANCE

Upon receipt of evidence of a failure by CONTRACTOR to comply with any provision of this agreement, including EXHIBITS, the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any CONTRACTOR's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward CONTRACTOR a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, CONTRACTOR shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event CONTRACTOR does not implement satisfactory corrective actions in accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this agreement.

## VI. TERMINATION

- A. CITY may suspend or terminate this agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by CITY.
- B. Upon suspension or termination of this agreement by CITY, CITY shall be under no obligation to pay CONTRACTOR except for services previously performed for which payment had not previously been made.
- C. Upon suspension or termination, CONTRACTOR shall
  - 1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is suspended or terminated for fault of CONTRACTOR, CITY shall be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR's services which are determined by CITY to be of benefit to CITY.
  - 2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by CONTRACTOR or its subcontractors, if any, in connection with this agreement. Such materials shall become property of CITY. CONTRACTOR, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the services contemplated by this agreement.
- D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "B", this agreement shall terminate upon completion of the PROGRAM and final payment by CITY to CONTRACTOR.

## VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this agreement, it may submit a written request for such amendment to the other party. No amendment to this agreement shall be effective except upon the mutual written consent of the parties.

## VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by CONTRACTOR hereunder constitute or be construed as a waiver by CITY or CONTRACTOR of any breach of covenants or conditions of this agreement or any default which may then exist on the part of CITY or CONTRACTOR, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or CONTRACTOR with respect to such breach or default.

X. INTEGRATED DOCUMENT

This agreement embodies the agreement between CITY and CONTRACTOR and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants and conditions of this agreement shall apply to, and bind, the heirs, successors, executors, administrators, assigns and subcontractors to both parties.

XII. GENERAL ASSURANCES

The CONTRACTOR hereby assures and certifies compliance with the regulations, policies, guidelines and requirements referenced in its application with the CITY, as they relate to the application, acceptance and use of CITY funds for this program. Also, the CONTRACTOR assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the CONTRACTOR'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with that application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

**BUDGET, METHOD OF PAYMENT AND REPORTING**

I. BUDGET

Reimbursement to CONTRACTOR shall not exceed \$10,740.00 for agreement period.

II. METHOD OF PAYMENT

A. Payment for Substantial Compliance with Program Objectives - Payments will be made *quarterly* upon receipt of the Quarterly Performance Report and Request for Reimbursement with sufficient documentation of services provided. CONTRACTOR shall submit Quarterly Performance Report and Request for Reimbursement within fifteen (15) days of the end of payment period (with the exception of quarter four which must be submitted by June 29, 2009). Total reimbursement under this agreement shall not exceed actual allowable documented expenses.

B. "Payment Period" is the *quarter* for which a payment is made.

III. REPORTING

Within fifteen (15) days of the end of quarters one, two and three the CONTRACTOR agrees to provide written reports to the CITY which detail PROGRAM performance in the attached Quarterly Performance Report and Request for Reimbursement. **The written report for quarter four must be submitted by June 29, 2009.** Such reports must include the following information:

A. A narrative description of the services which have been provided to date for the performance year, related to the objectives and performance indicators set forth in this agreement.

B. A numerical comparison of actual-to-planned performance, listing the performance indicators.

C. Identification of performance indicators that are not being achieved, with a written explanation of why performance is below plan, and

timetable for corrective action. If implementation of corrective action requires a substantial change in contract requirements, a modification must be requested also.

- D. Identification of any operational difficulties that may affect the present or future performance of the contract.

Forms for quarterly reports are provided by the CITY.

Due Dates for Reports

<u>Period</u>	<u>Date</u>
July – September	December 15, 2008
October - December	January 15, 2009
January – March	April 15, 2009
<b>April - June</b>	<b>June 29, 2009</b>

**City of Sunnyvale – Services Provided by Special Agreement  
Quarterly Performance Report and Request for Reimbursement**

AGENCY: Junior Achievement of Silicon Valley and Monterey Bay

ACTIVITY NAME: Work Readiness and Economics Education for K-12 Students.

ADDRESS: 3150 De La Cruz Blvd. #103                      CITY & ZIP: Santa Clara, CA 95054

PHONE: (408) 988-8915                      FAX:                      DATE:

REPORT PERIOD:

<b>FISCAL SUMMARY</b>					
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Cumulative
<i>Actual Expenditures</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<i>Planned Expenditures</i>	\$	\$	\$	\$	\$
<b>PERFORMANCE Indicators <i>From page 2 of City funding application</i></b>					
Indicators (noted in Application) -- Actual and Plan	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Cumulative
<b>1 Actual</b>					
<i>1 Plan</i>					
<b>2 Actual</b>					
<i>2 Plan</i>					
<b>3 Actual</b>					
<i>3 Plan</i>					
<b>4 Actual</b>					
<i>4 Plan</i>					
<b>5 Actual</b>					

*5 Plan*

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<u>Reporting Period</u>	<u>Due</u>	<u>Reimbursement Requested</u>
___ 1 <sup>st</sup> Quarter	12/15/08	\$ _____
___ 2 <sup>nd</sup> Quarter	1/15/09	\$ _____
___ 3 <sup>rd</sup> Quarter	4/15/09	\$ _____
___ 4 <sup>th</sup> Quarter	6/29/09	\$ _____

**1. NARRATIVE.**

Provide a narrative of program/project services rendered to date. Relate to the appropriate objectives.

**2. PROBLEM IDENTIFICATION AND CORRECTIVE ACTION.**

Identify any performance standards not being achieved. Provide an analysis of problem, with corrective action plan and timetable. Attach additional sheet as necessary.

**3. IDENTIFICATION OF OPERATIONAL PROBLEMS.**

Identify any operational difficulties which affect the present or future performance of the contract. Attach additional sheet as necessary.



## City of Sunnyvale

**Application for Special Agreement for Outside Group Funding  
for FY2008-09 (July 1- June 30)**

Organization: Junior Achievement SVMB

Contact Person: Elaine Curran

Title: President

Mailing Address: 3150 De La Cruz Blvd. #103 Santa Clara, CA 95054

Telephone/Fax: (408) 988-8915 x210

Email: ecurran@siliconvalley.ja.org

### **Proposed Program/Services Information**

#### **1. Proposed Program and Services Description:**

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In the 2007-09 school years, it is anticipated that over 150 role models from business and the community will annually teach nearly 2,523 Sunnyvale youth Junior Achievement curriculum, providing them essential skills for the world of work.

Junior Achievement's programs link education and the world of work through a sequential K-12 curriculum. Volunteer role models teach the programs during the school day, sharing experiences and exposing students to a cross-section of careers. JA's Classroom programs are offered at each grade level enhancing the regular school curriculum with business, economic education and workforce readiness programming including problem solving, teamwork and critical thinking.

JA's Elementary School Programs offer seven sequential themes, each with five hands-on activities teach how the community and world around us works. Seventy-six elementary school classes reaching 1,672 students will be taught in six Sunnyvale schools (San Miguel, Nimitz, Ellis, Fairwood, Braly and Vargas). Middle School Students in grades seven through nine will explore career opportunities, be introduced to personal finance and learn how business operates in the US. Columbia, Sunnyvale and Peterson Middle Schools will host 14 JA classes reaching 392 youth. High school programs at Fremont and Homestead High Schools will reach 300 youth providing essential workforce readiness skills giving students the necessary skills to find and keep a job. Students will match interests to careers, develop resumes, practice job interviews and are encouraged to envision their goals and build a plan for achieving those goals. Groundhog Job Shadow Day provides students the opportunity to spend the day with local employers experiencing first-hand a variety of careers; touring the workplace and shadowing an employee, to learn the responsibilities of the particular job.

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#### **2. City of Sunnyvale General Plan Sub-Element Goal most appropriate to this service: (see Sunnyvale General Plan page on City's Web site at:**

Among the City policy documents that provide guidance for the provision of workforce readiness programs are:

- 2003 Community Development Strategy- “to work with those agencies responsible for education and job training so as to better prepare our workforce for the future jobs of Silicon Valley.”
- The Socio-Economic Element - “it is important for both the private sector and public sector to develop program and policies that ensure that the available workforce is well-trained and utilized to meet the needs of the marketplace as we move into the 21<sup>st</sup> century.”

1. Discuss how your proposed activity is consistent with the City of Sunnyvale Consolidated Plan. Identify the categories of documented need discussed in the Consolidated Plan that the proposed activity will address.

In the 2005 5 year Consolidated Plan's Antipoverty Strategies stated that a successful antipoverty strategy requires a multi-pronged approach to address all of the related needs. To significantly reduce poverty, the City would still pursue a comprehensive supportive service approach that combines **education with job skills training**, child care, access to transportation , health services and affordable housing.

**3. Explain why delivering this service addresses a community need, and how your organization is the most logical, cost-effective service provider.**

Junior Achievement is the only program in existence with a comprehensive K-12 curriculum teaching young the fundamentals of workforce readiness and financial literacy through business and community volunteers helping in the classrooms on a continuous basis, with a defined curriculum.

The City of Sunnyvale Economic Development Division has been a key partner in building the high school program, providing numerous volunteers and leveraging partnerships with the Sunnyvale Chamber and Sunnyvale Rotary Club to offer a career day at Fremont High School. The NOVA Workforce Board has joined forces with Junior Achievement in a collaborative partnership designed to significantly increase the number of youth benefiting from direct exposure to Silicon Valley's dynamic job market. A member of NOVA staff is placed at the JA offices to increase job shadow opportunities for youth. Prominent employers and community organizations such as Leadership Sunnyvale, AMD, Lockheed Martin Space Systems Co., Northrop Grumman, Network Appliance and Yahoo! also support the program.

**4. How has your organization demonstrated the capability to effectively provide this program (i.e. track record of service delivery, audited financial statements, strong management team, etc.)?**

JA has provided services to Silicon Valley & Monterey Bay since 1953. JA is recognized as a leader in business and economic education throughout the world. Junior Achievement is one of the most efficient and effective models for preparing students for the world of work and inspiring their success. The program has spread to nearly 100 countries reaching over 8 million students annually. Only Junior

Achievement connects business and education by placing volunteers in the classroom to teach K – 12th grade students how business works, their role in the economy, and the importance of education to their success in life. In multiple classroom visits, these volunteers use their experience and knowledge to help students become workforce-ready by applying critical thinking and school skills to solving real-world problems. Junior Achievement has an excellent track record of meeting contractual goals.

Currently, Junior Achievement has 11 staff members, of which 5 will support the project directly. The President (chief executive officer) has been with the organization nine years. The remaining staff represents a blend of long-term employees and new hires.

- ▲ Debbie Gale, Vice President, Education – With over 20 years at JA, Debbie oversees the implementation and expansion of JA K-12 programs and directs all volunteer recruiting, training and program management and monitoring all programs for quality.
- ▲ Tiffany Bailey, Education Manager – Recently joined Junior Achievement and is a graduate of UC Santa Cruz. Tiffany oversees all functions related to JA's high school programs. She directs all educator and volunteer support to include training, placement, communication, and recognition.
- ▲ Amy Naranjo, Education Manager – Amy has been with JA just over one year and has a background of working with middle grade youth. She manages all middle school programs including the training, placing, and support of volunteers.
- ▲ Maria Prado, Education Manager – Maria has been with JA for 7 years and manages all elementary school programs including the training, placing, and support of volunteers.
- ▲ Kymberlie, Administrative Assistant – Kymberlie recently joined JA and assists the project with data input and other tasks.

**5. Performance Indicators:** List and describe the specific services to be provided and quantifiable outcomes for measuring performance of each service.

*Note: If program is funded, these outcomes will become the performance standards for quarterly reporting. At minimum, performance measures must include one productivity measure and one qualitative measure for each service provided.*

We anticipate the following outcomes in the 2007/08 and 2008/09 school years:

- ▲ 75 elementary school classes will be implemented to serve 1,650 students
- ▲ 85% of elementary school students will say that JA programs taught them about many different kinds of jobs and that it is important to stay in school.
- ▲ 16 middle school classes will be implemented to serve 448 students
- ▲ 75% of middle school students will say that JA programs helped them better understand what it takes to be successful in the future and why they should complete their high school education.
- ▲ 10 high school classes will be implemented to serve 300 students
- ▲ 80% of high school students will say that as a result of participating in JA programs, they have set higher career/education goals, and have a good understanding of the job search process.

- ▲ 5 high school classes will participate in Groundhog Job Shadow Day, serving 125 students
- ▲ Students participating in Groundhog Job Shadow Day will understand the education and skills needed for their host's job.

**6. Explain how each outcome will be measured:**

JA delivered programs are tracked by JA staff and are rigorously verified as mandated by our Worldwide Headquarters. Qualitative outcomes are measured through surveys. JA Surveys are distributed to teachers and volunteers, who collect data and report back to the JA staff.

Middle and High School - At the completion of the program, students complete a survey rating how their participation in JA increased their knowledge and their skills through such questions as how skills learned in school apply to success in the workplace and if they have improved the skills they need to be successful in a job.

**7. Number of Sunnyvale residents to be served:** 2,523

**8. Total amount requested from City of Sunnyvale:** \$ 10,740

**9. If the proposed services are funded by the City in the upcoming year, how would services be funded in future years if City funding were unavailable?**

Junior Achievement staff work continuously to build community, business and government partnerships in order to generate a stable source of funding and volunteers. Revenue sources include corporate and foundation support (45%), small business and individuals (10%), and special events (45%). City funding has been significant to Junior Achievement, providing the impetus and public support to substantially build cost effective services to Sunnyvale youth.

**10. Note other current sources, and amounts, of agency funding:**

JA programs for Sunnyvale residents cost approximately \$75,000 annually. Among funders for Sunnyvale programs are Network Appliance \$5,000, Lockheed \$20,000, Northrop Grumman \$10,000. JA is continually challenged to generate funding directed to Sunnyvale programs. We also direct funds from special events, such as our Business Hall of Fame to support the programs.

**Additional Questions**

How often does your agency Board of Directors meet?          Annually          Quarterly  
         Monthly          Weekly     x     Other (list: 6 times/year)

How many people does your organization serve annually? 33,500

What percent are Sunnyvale residents? 8.5%

Does your organization have a non-discrimination policy? Yes

Does your organization comply with the Americans with Disabilities Act of 1990? Yes

Federal Employer Number 94-1393420

Worker's Compensation Carrier State Compensation Insurance Fund

Policy Number 1293947-06

Effective date of policy: 05/01/08

Surety Bond / Insurance Carrier n/a

Policy Number \_\_\_\_\_

Effective date of policy \_\_\_\_\_

Liability Insurance Carrier Wells Fargo Insurance Services

Policy Number 35788663

Effective date of policy 07/01/07

Amount of Liability Coverage	\$ <u>1,000,000</u>
Property Damage (combined with liability)	\$ <u>1,000</u>
Combined Single Limit	\$ <u>1,000,000</u>

Has an independent audit been performed on the proposing organization's accounting procedures within the last two years? X Yes        No

If yes, please name the auditor and submit a copy of the latest audit:  
Ireland San Filippo

**APPLICATION ATTACHMENTS**

Attach the following to your completed application:

- a) Articles of Incorporation
- b) Agency By-laws
- c) Most recent agency audit
- d) Current list of Board of Directors, including occupation of each and number of years on the Board
- e) A letter from the Internal Revenue Service (IRS) stating that the organization is tax exempt under Section 501(c)(3) or 101(b) of the IRS Code. The IRS letter must contain the proper name and address of the organization, or a copy of the change notice which has been forwarded to them
- f) A letter from the State of California stating that the organization is tax exempt

**The complete application must be submitted by 5:00pm on March 31 to:**  
Office of the City Manager, City of Sunnyvale, 456 W. Olive Avenue, P.O. Box 3707, Sunnyvale, CA 94088-3707, FAX 408 730-7699; c/o Michelle Zahraie

**Attachment B**

## **Policy 7.2.4 Relationships with Outside Groups**

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### **POLICY PURPOSE:**

The intent of this policy is to identify the various types of support the City will provide to outside groups and/or independent organizations, as well as the circumstances under which support will be provided.

### **POLICY STATEMENTS:**

#### Eligibility

Outside groups and/or independent organizations provided support under this policy shall provide a community service, or promote an informed interest in the City's objectives, services, facilities and programs for the benefit of its residents and businesses, and/or have its purpose the raising of funds and provision of financial support for the City's programs, and comply with the First Amendment, pertinent federal and state laws as well as City ordinances.

#### Types of Support

##### 1. Financial Support

Human Services Groups seeking financial support from the City must comply with the City's Human Services Policy (Council Policy 5.1.3) administered by the Department of Community Development. This is true regardless of the type of funding desired by the group (i.e., printing costs, facility rental fees, insurance costs, general operating expenditure support, etc.)

Additional financial support is available only through a Special Agreement (see below).

##### 2. Use of City Facilities

It is the City's policy to afford use of specific City facilities-during such times the City does not itself have use for said facilities- to outside groups and/or independent organizations. Outside groups and independent organizations using City facilities shall do so consistent with City policies on facility use and shall pay all required fees in accordance with established fee schedules.

Additional use of City Facilities is available only through a Special Agreement (see below).

#### Publicity

Groups seeking assistance with publicity shall comply with the following:

1. Council Banner Policy (Council Policy 2.5.2) which defines conditions and circumstances under which outside groups are allowed to hang banners on City property.
2. Administrative policies governing City publications and other forms of media (e.g. KSUN-15), and the display or distribution of printed materials on City property.
3. Outside groups are prohibited from using the City's logo for any purpose unless specifically authorized to do so by the City.

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### Other Support (Special Agreements)

Outside Groups or independent organizations seeking higher levels of support or different types of support than are provided for above, shall submit a written request to the appropriate Department for review.

Examples include, but are not limited to: approval to put the City's logo on the independent organization's printer materials; use of City spaces for special uses not covered by standard facility rental fees (e.g., storage, snack shacks; construction of special structures or fixtures on City property). Following review, staff shall inform the requestor as to:

1. Whether staff supports the provision of the requested support.
2. The required approval process (Does it require City Manager or City Council approval? Does it require a study issue to be ranked by City Council?) Any agreement including the provision of City facilities, goods or services to an outside group for less than the approved fee for those goods or services (or in cases where there is no approved fee where City goods or services are provided at less than the cost incurred by the City to provide them) shall require Council approval. Any Special Agreement requiring Council approval shall first be reviewed by the appropriate board or commission. Where no appropriate board or commission exists, the Office of the City Manager shall provide its recommendation to City Council.

(Adopted: RTC 84-644(12/4/1984); Amended: RTC 88-238(5/17/1988), 92-519(10/27/1992, 03-361(10/21/2003); (Clerical/clarity update, Policy Update Project 7/2005); Amended: RTC 06-112 (4/11/2006))

Lead Department: Department of Parks and Recreation