

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF SUNNYVALE AND
SUNNYVALE SCHOOL DISTRICT FOR THE OPERATION OF COLUMBIA
NEIGHBORHOOD CENTER AT THE COLUMBIA MIDDLE SCHOOL SITE**

THIS FIRST AMENDMENT to the Agreement for operation of Columbia Neighborhood Center is entered into this ____ day of _____, 2017, by the CITY OF SUNNYVALE (“City”), a municipal corporation and the Sunnyvale School District (“District”).

RECITALS

- A. On or about December 15, 2006, City and District renewed an agreement for operation of the Columbia Neighborhood Center (“CNC”) at the Columbia Middle School Site (the “Agreement”).
- B. The agreement generally provides for the administration, supervision, and operation of a neighborhood service center at the Columbia Middle School, and funding related thereto, through the participation of the City, District, and public and private providers of social services within the City of Sunnyvale and County of Santa Clara.
- C. Section 5 of the Agreement provides for staffing of the CNC, with City and District sharing certain staffing costs and responsibilities, and since execution of the Agreement the Parties have agreed to share various costs for additional staffing.
- D. City and District have collaborated to develop a two-year pilot project (“Grant Writer Project”) to hire a dedicated grant writer to generate resources to support programming at CNC and north District school sites. The purpose of the Grant Writer Project is to address the fact that City and District have been unable to pursue a number of potential grant and partnership opportunities due to lack of staff time, and determine whether a dedicated grant writer at CNC could generate sufficient resources in excess of the cost of the position to warrant a permanent grant-writer position.
- E. Therefore, City and District wish to amend the agreement to provide for the Grant Writer Project and clarify current staffing and cost-sharing provisions for staffing.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 5 (Staffing of Center Facility) is hereby amended to read as follows:

SECTION 5. STAFFING OF CENTER FACILITY.

(a) The Youth and Family Resources Manager and each member of the support staff shall be an employee of CITY. CITY shall be responsible for the supervision and the compensation of the full-time Youth and Family Resources Manager. CITY shall be responsible for the supervision and the compensation of the support staff, subject to reimbursement by DISTRICT pursuant to subsection (d). Support staff includes the following positions:

- (1) One (1) full-time Senior Office Assistant.
- (2) One (1) Casual Clerical Assistant/Facility Attendant (hours vary).
- (3) One (1) part-time Program Coordinator (20 hours per week).
- (4) One (1) Part-time Senior Office Assistant (10 hours per week).

(5) One (1) full-time Grant Writer, hired for a two-year pilot project beginning on or around late 2017 to generate resources to support programming at CNC and north District school sites. The Grant Writer will be charged with developing resources for CNC programming; working with the Task Force to identify funding priorities and direction, developing relationships with potential funders and partners; researching and preparing grant proposals; administering grants; and managing data collection and reporting requirements. In Winter 2018, the Joint Task Force will meet to determine whether a permanent grant-writer position is warranted, based on factors including but not limited to whether the position can generate sufficient resources in excess of the cost of the position. If the Parties agree, the Grant Writer position may be extended under the same terms and conditions stated in this section. (b) CITY shall be responsible for adoption of class specifications for the Youth and Family Resources Manager and the support staff in consultation with the Task Force. The specifications for the Youth and Family Resources Manager shall be guided by the following:

- (1) The Youth and Family Resources Manager, in coordination with the Task Force, shall be responsible for recruiting and scheduling participating service agencies at the Center facility; developing related agreements with such agencies; training and supervising newly hired and repositioned staff; conducting community outreach, so as to assure a means of regular adult and youth input; development of a system for collecting and reporting performance data; seeking supplementary revenue sources for the Center; completing grant applications, as appropriate; and assisting with design and implementation of programs.
- (2) The Youth and Family Resources Manager shall also be responsible for the monitoring of the program objectives of the program activities of the Columbia Neighborhood Service Center, and to measure performance indicators related thereto.
- (3) The support staff shall be responsible for services as a receptionist for the Center facility; providing clerical support to the staff members located thereat; scheduling appointments for the various service providers; and scheduling community usage of the facility.

(c) CITY shall be responsible for the recruitment and selection of the Youth and Family Resources Manager and the support staff, in consultation with the Task Force. Staffing levels shall be agreed to by the Task Force and included in the budget for the Center for consideration by the governing bodies of CITY and DISTRICT.

(d) DISTRICT shall be responsible for reimbursement to CITY of the cost of compensation of the support staff as follows:

- (1) Full-time Senior Office Assistant: fifty percent (50%)
- (2) Casual Clerical Assistant/Facility Attendant: fifty percent (50%)
- (3) Part-time Program Coordinator: fifty percent (50%)
- (4) Part-time Senior Office Assistant: zero percent (0%) (full cost paid by City)
- (5) One (1) full-time Grant Writer: fifty percent (50%)

At the end of each quarter CITY shall submit invoices to DISTRICT for the applicable portion of such costs, and DISTRICT shall reimburse CITY for such portion of those costs no later than thirty (30) days from date of invoice.

(e) Either party may provide additional staffing beyond that described in this section to serve at the Center facility or in connection with Center related programs, services or activities at the Columbia Middle School with the concurrence of the Task Force. The party which is the employer of the staff members is responsible for his or her supervision and compensation, except and to the extent that the parties agree in writing to share such costs.

(f) As used in this section, the cost of compensation for the support staff includes the costs of the following:

- (1) Salary or wages, including attributable to paid leave, holiday, vacation, compensatory time, or overtime.
- (2) Health insurance paid by the employer, including medical, dental, vision and employee assistance, but not including costs reimbursed by the employee to the employer.
- (3) Disability insurance paid by the employer, including accidental death or dismemberment and income protection for disability, but not including costs reimbursed by the employee to the employer.

- (4) Contributions by the employer to the retirement system.
- (5) Contributions by the employer toward deferred compensation, not including contributions resulting from elections or employees to defer portions of their salary or wages.
- (6) Life insurance paid by the employer.
- (7) Worker's compensation insurance premiums and benefits.
- (8) Unemployment insurance premiums.
- (9) Payroll taxes or charges imposed upon the employer by the state or federal governments which are in addition to amounts withheld from the salary or wages of the employee.
- (10) Lump sum payments of accrued vacation or paid time off in connection with separation from employment, to the extent such payments are attributable to service by an employee at the Center facility.

2. All of the terms and conditions of the Agreement not specifically modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

ATTEST:

CITY CLERK

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SUNNYVALE ("CITY")

By_____

City Manager

SUNNYVALE SCHOOL DISTRICT

By_____

Dr. Benjamin H. Picard, Ed.D., Superintendent