

**(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS**

Contract Requisition Number: CR046267  
Contract Number: C028781  
Vendor Number: V020828

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 1st day of August 2019, by and between **City Year, Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

**1. SCOPE OF SERVICES**

Contractor shall specifically perform the following tasks:

Contractor shall partner with MPS at specifically selected schools to implement City Year's research-based "Whole School, Whole Child" service model (WSWC). Contractor recruits, prepares and leads diverse AmeriCorps members aged 17 to 24 years for ten months of full time service in schools as near-peer tutors, mentors and role models to help students stay on track to graduation. Corps Members will be working in thirteen MPS schools to serve in conjunction with school staff and members of the school community to help improve student attendance, behavior and coursework through academic support, attendance monitoring and incentives, positive behavior support, extended day programming and school-wide programs and events.

In partnership with MPS, Contractor will deliver services agreed upon with school partners to support the following outcomes that research proves are indicators of increased likelihood of high school graduation:

- Improved student attendance
- Improved positive student behavior
- Higher achievement in Literacy and Math

Contractor corps members will be serving at each of the partner schools as indicated in Exhibit 1, attached hereto and incorporated by reference.

Contractor’s “City Year Statement of Partnership” is attached hereto as Exhibit 2 and incorporated by reference. The principal at each partner school is permitted to sign this Stement of Partnership, acknowledging their commitment to City Year and the WSWC model.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

**2. TERM**

This Contract shall be in effect from August 1, 2019 through June 30, 2020 (“the Initial Term”), with the possibility of two one-year extension to run from July 1, 2020 through June 30, 2021 (“Year 2”) and July 1, 2021 through June 30, 2022 (“Year 3”). MPS will base its renewal decisions on the following performance metrics to be rated by MPS personnel. Contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

PERFORMANCE METRICS	MAXIMUM POINTS
Improved Student Attendance	30
Improved Positive Student Behavior	30
Higher Achievement in Literacy and Math	40
Total	100

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

**3. COMPENSATION**

Total compensation under this Contract shall not exceed \$1,500,000.00. Payments in the amount of \$375,000.00 shall be made on September 1, 2019, December 1, 2019, March 1, 2020 and June 1, 2020 in the “Initial Term.”

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

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Milwaukee Public Schools  
ATTN: Dr. Katrice Cotton, Chief of School Administration  
5225 W. Vliet Street  
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

#### 4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

#### 5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

#### 6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

#### 7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at [564@milwaukee.k12.wi.us](mailto:564@milwaukee.k12.wi.us)), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

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The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

**8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor’s insurers providing the coverages required by MPS for the duration of this Contract.

**9. SHIPPING /TAXES**

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors’ Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

**10. IRREPARABLE HARM**

It is mutually agreed the breach of this Contract on Contractor’s part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor’s part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

**11. TERMINATION BY CONTRACTOR**

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

**12. TERMINATION BY MPS - BREACH BY CONTRACTOR**

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If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

### 13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

### 14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

### 15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

### 16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

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### 17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

### 18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

### 19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

### 20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

### 21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

### 22. TIMING

Time is of the essence in this Contract.

### 23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

### 24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

### 25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

### 26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the

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Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

### **27. MPS LOGO/PUBLICITY**

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

### **28. ORDER OF PRIORITY**

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

### **29. PUBLIC RECORDS**

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

### **30. CONTRACT COMPLIANCE REQUIREMENT**

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

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IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V020828)

**MILWAUKEE BOARD OF SCHOOL DIRECTORS**

DocuSigned by:  
By: Jessica Greenfield  
Authorized Representative

By: Adria D. Maddaleni  
Adria D. Maddaleni, J.D., Director  
Procurement and Risk Management

Date: 8/2/2019

Date: 8/7/19

City Year, Inc.  
287 Columbus Avenue  
Boston, MA 02116  
(414) 882-2010

By: Keith P. Posley  
Keith P. Posley, Ed.D.,  
Superintendent of Schools

Date: 8/20/19

SSN / FEIN: 22-2882549

Budget Code: OSC-0-S-1T0-LS-ECTS \$440,000.00  
OSC-0-A-1V0-LS-ECTS \$750,000.00  
GEN-0-0-SSF-DW-ECTS \$310,000.00

By: Larry Miller  
Larry Miller, President  
Milwaukee Board of School Directors

Date: 8/28/19

Reviewed by Risk Management:

By: [Signature]

Date: 9-4-19



**Alexander Mitchell Integrated Arts School**

Team Sponsor: Julia A. Uihlein  
Address: 1728 South 23rd Street  
Grade levels served: 3rd-8th Grade  
First Year Served: 2010

**Barack Obama School of Career and Technical Education**

Address: 5075 North Sherman Boulevard  
Grade levels served: 3rd-8th Grade  
First Year Served: 2015

**Bay View High School**

Address: 2751 South Lenox Street  
Grade level served: 9th Grade  
First Year Served: 2014

**Casimir Pulaski High School**

Math Sponsor: ManpowerGroup  
Address: 2500 West Oklahoma Avenue  
Grade level served: 9th Grade  
First Year Served: 2017

**Clarke Street School**

Team Sponsor: Northwestern Mutual  
Address: 2816 West Clarke Street  
Grade levels served: 3rd-8th Grade  
First Year Served: 2014

**Dr. George Washington Carver Academy of Mathematics and Science**

Attendance Sponsor: Milwaukee Bucks  
Address: 1900 North 1st Street  
Grade levels served: 3rd-8th Grade  
First Year Served: 2013

**Harold S. Vincent High School**

Address: 7501 North Granville Road  
Grade level served: 9th Grade  
First Year Served: 2017

**Hopkins Lloyd Community School**

Team Sponsor: M&I Foundation  
Address: 1503 West Hopkins Street  
Grade levels served: 3rd-8th Grade  
First Year Served: 2011

**James Madison Academic Campus**

Team Sponsor: United Way of Greater Milwaukee & Waukesha County  
Address: 8135 West Florist Avenue  
Grade level served: 9th Grade  
First Year Served: 2013

**Rogers Street Academy**

Team Sponsor: Rockwell Automation  
Address: 2430 West Rogers Street  
Grade levels served: 5th-8th Grade  
First Year Served: 2010

**Roosevelt Middle School of the Arts**

Team Sponsor: Brewers Community Foundation  
Literacy Sponsor: Kohl's Cares  
Address: 800 West Walnut Street  
Grade levels served: 6th-8th Grade  
First Year Served: 2010

**Rufus King International Middle School**

Math Sponsor: David V. Uihlein Sr. Foundation  
Address: 121 East Hadley Street  
Grade levels served: 6th-8th Grade  
First Year Served: 2011

**South Division High School**

Address: 1515 West Lapham Boulevard  
Grade level served: 9th Grade  
First Year Served: 2010

**Service Partner:**





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EXHIBIT 2

CR046267  
C028781  
V020828



# Executive Summary

2019-2020

Statement of Partnership – City Year Milwaukee and \_\_\_\_\_

The Statement of Partnership outlines goals, Whole School Whole Child services, pursuant to MPS Contract \_\_\_\_\_, and conditions for success for the City Year Milwaukee and \_\_\_\_\_ partnership. The executive summary provides a brief overview of the goals, services and partnership management expectations agreed upon by City Year and School staff.

## ATTENDANCE

Attendance Initiatives (Tier 1)  
Attendance Coaching (Tier 2)

<b>Goal:</b>	City Year is more than willing to partner with school to determine a school-specific attendance goal to support
<b>Condition:</b>	Consistent access to student attendance
<b>Condition:</b>	Ability to track attendance data
<b>Condition:</b>	Time in schedule for phone calls
<b>Condition:</b>	Attendance counselor meets with City Year

## BEHAVIOR

Behavior/Social-emotional Development Appreciation and Recognition (Tier 1)  
Morning Greeting (Tier 1)  
Behavior/SEL Coaching: Check in, Check out  
Devereux Student Strengths Assessment (DESSA)

<b>Goal:</b>	City Year focus list students will complete the DESSA assessment
<b>Condition:</b>	Access to PBIS/SEL data
<b>Condition:</b>	Ability to track PBIS/SEL data
<b>Condition:</b>	A suitable location to conduct lunchtime mentoring sessions and/or check-in check-out sessions
<b>Condition:</b>	Time built into AmeriCorps Member schedules
<b>Condition:</b>	Ability to refer students for additional supports as needed

## COURSE PERFORMANCE: ELA/LITERACY

English/Literacy Classroom (Instructional) Support (Tier 1)  
English/Literacy Events (Tier 1)  
English/Literacy Appreciation and Recognition (Tier 1)  
English Language Arts/Literacy Tutoring (Tier 2)

<b>Goal:</b>	City Year focus list students will meet expected growth
<b>Condition:</b>	Space and seating for push-in small group sessions
<b>Condition:</b>	Time in AmeriCorps Member schedules for small groups
<b>Condition:</b>	Access to student level data to identify and monitor focus list students
<b>Condition:</b>	Impact Manager has access to school instructional staff
<b>Condition:</b>	Time for Impact Manager to collaborate with instructional coaches
<b>Condition:</b>	City Year attendance at grade level meetings and other related spaces
<b>Condition:</b>	Ability to plan/support whole school events with school staff

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### COURSE PERFORMANCE: MATH

Math Classroom (Instructional) Support (Tier 1)  
Math-Focused Events (Tier 1)  
Math Appreciation and Recognition (Tier 1)  
Math Tutoring (Tier 2)

<b>Goal:</b>	City Year focus list students will meet expected growth
<b>Condition:</b>	Space and seating for push-in small group sessions
<b>Condition:</b>	Time in AmeriCorps Member schedules for small groups
<b>Condition:</b>	Access to student level data to identify and monitor focus list students
<b>Condition:</b>	Impact Manager has access to school instructional staff
<b>Condition:</b>	Time for Impact Manager to collaborate with instructional coaches
<b>Condition:</b>	City Year attendance at grade level meetings and other related spaces

### CROSS INDICATORS

Phone Calls Home (Tier 1)  
Report Card Conferencing (Tier 1)  
Classroom (Instructional) Support (Tier 1) in Other Subjects  
Positive Calls Home (Tier 2)

<b>Goal:</b>	
<b>Condition:</b>	Time dedicated for relevant school staff to collaboratively plan City Year
<b>Condition:</b>	Consistent access to student attendance
<b>Condition:</b>	School reviews any relevant policies and procedures with City Year
<b>Condition:</b>	Access to student report cards

### AFTER SCHOOL

After-school programming co-provider (Tier I)

<b>Goal:</b>	City Year is more than willing to partner with school to determine a school-specific after school goal to support
<b>Conditions:</b>	School staff member available for emergencies
<b>Conditions:</b>	Time for the City Year to collaborate with after school/extended day staff members
<b>Conditions:</b>	Consistent access to rosters
<b>Conditions:</b>	Consistent access to student attendance record

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### **Monitoring Success**

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year Americorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year Americorps members will meet with their partner teacher(s) at least bi-weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

### **Preparation and Training**

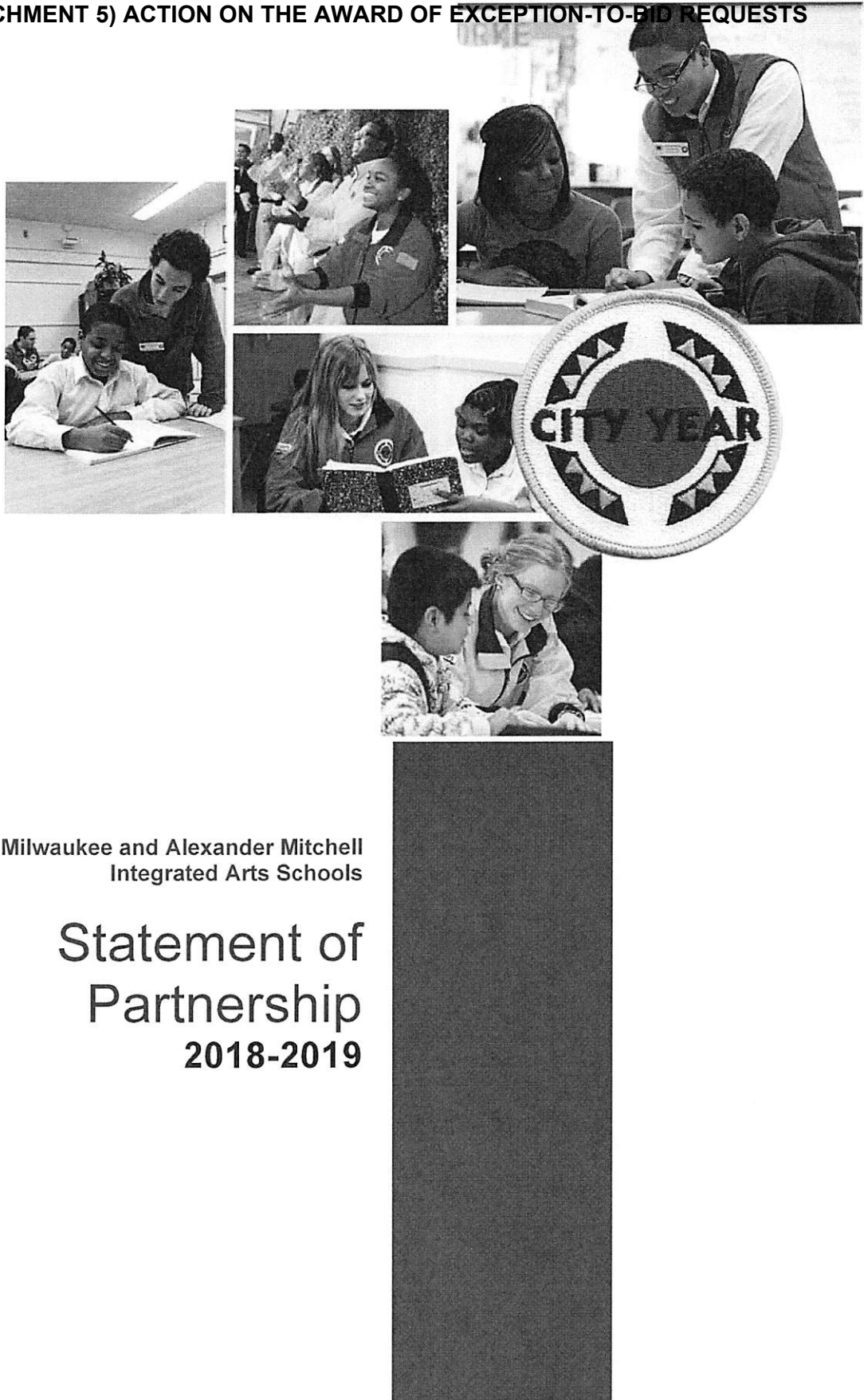
*In order to launch the partnership successfully and prepare City Year Americorps members to be an integrated part of the school's instructional program:*

- The City Year team will attend summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for Americorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies.
- The School Partner will introduce the Americorps members to any outside afterschool program providers and/or orient them to afterschool program curricula.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year Americorps members, build team and share a plan for the year. The School Partner will introduce the Americorps members to the school's vision and basic operations.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff.

### **Material Support**

*Alexander Mitchell Integrated Arts Schools* agrees to provide the City Year Team with:

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.
- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.



City Year Milwaukee and Alexander Mitchell  
Integrated Arts Schools

# Statement of Partnership 2018-2019

# (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

## Attendance

### Goals

City Year Milwaukee and Alexander Mitchell Integrated Arts Schools aim to achieve the following goal(s):

- : City Year is more than willing to partner with school to determine a school-specific attendance goal to support

### Whole School Whole Child Services

City Year Milwaukee AmeriCorps members will conduct the below services. For Tier 2 services, interventions with students assigned to Focus Lists will begin on November 19, 2018.

- **Attendance Initiatives (Tier 1):** Create, support and/or co-lead positive school culture and family-centered initiatives that encourage regular attendance, including recognizing and appreciating significant growth.  
*Grades Served: 3; 4; 5; 6; 7; 8*
- **Attendance Coaching (Tier 2):** Provide one-on-one coaching twice per week to support students in setting weekly goals for their attendance and trouble-shooting potential challenges to increase average daily attendance, including City Year's check in-check out activities or a school provided format.  
*Grades Served: 6; 7; 8*  
*Schedule: Weekly on Monday; Thursday*

### Conditions for Success

To achieve our goals, the following conditions will need to be present:

- Consistent access to student attendance records and parent contact information via office secretaries or school social worker.
- AmeriCorps Members' access and ability to track attendance data in order to make adjustments to groups based on changing attendance and/or trends of students.
- Time built into AmeriCorps Members' schedules for phone calls to be conducted.
- Ability of attendance counselor (or other school staff designated by school) to meet with City Year Impact Manager, Team Leader and AmeriCorps Member to discuss attendance initiatives

### Data/Evaluation Requirements

City Year Milwaukee requires the following data to inform the success of the services above:

- Student-specific Daily Attendance (ADA) : Daily  
: Access to student attendance to  
: inform City Year whole school  
: attendance events and  
: celebrations

# (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

## Behavior

### Goals

*City Year Milwaukee and Alexander Mitchell Integrated Arts Schools aim to achieve the following goal(s):*

- : City Year team will complete the DESSA assessment for all students in all indicator areas at least once.

### Whole School Whole Child Services

*City Year Milwaukee AmeriCorps members will conduct the below services. For Tier 2 services, interventions with students assigned to Focus Lists will begin on October 8, 2018.*

- **Behavior/Social-emotional Development Appreciation and Recognition (Tier 1):** Create, support and/or co-lead events or programs recognizing and appreciating significant growth and/or achievement in social-emotional development and positive behavior.  
*Grades Served: 3; 4; 5; 6; 7; 8*
- **Morning Greeting (Tier 1):** Greet students and school faculty and staff before the school day begins to foster positive school culture and climate while encouraging regular, on-time school attendance.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Daily*
- **Behavior/SEL Coaching: Check in, Check out:** Provide one-on-one coaching throughout the week to individual students on a Focus List to discuss issues affecting student behavior, leadership and social skills in order to problem solve and set goals.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Weekly on Monday; Thursday*
- **Devereux Student Strengths Assessment (DESSA):** Based on observation of student behavior, corps members rate the frequency with which students demonstrate social-emotional competencies. Corps members complete the DESSA-Full each month for students on an SEL/Behavior Focus List.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Monthly*

### Conditions for Success

*To achieve our goals, the following conditions will need to be present:*

- Consistent access to office referrals, PBIS data, STARS and other behavior data in order to create targeted focus lists, highlighting students who are off-track or sliding in behavior.
- AmeriCorps Members' access and ability to track behavior data in order to make adjustments to groups based on changing behavior and/or trends of students.
- A suitable location to conduct lunchtime mentoring sessions and/or check-in check-out sessions as agreed upon by the school administration and City Year Impact Manager to ensure a conducive and safe meeting environment.
- Time built into AmeriCorps Members' schedules for lunchtime mentoring groups and/or check-in/check-out coaching sessions to be conducted.
- The ability of Students who are resistant to targeted behavior coaching will be referred to additional support resources, including the school PBS coach, counselors, social works and other staff.

### Data/Evaluation Requirements

*City Year Milwaukee requires the following data to inform the success of the services above:*

## (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

### Course Performance: ELA/Literacy

#### Goals

*City Year Milwaukee and Alexander Mitchell Integrated Arts Schools aim to achieve the following goal(s):*

- : City Year team will enroll X students (TBD) onto ELA/literacy lists; of those students X (TBD) will complete at least 15 hours of tutoring; of those who complete tutoring time X (TBD) will improve at least 1 benchmark level/meet expected growth

#### Whole School Whole Child Services

*City Year Milwaukee AmeriCorps members will conduct the below services. For Tier 2 services, interventions with students assigned to Focus Lists will begin on October 15, 2018.*

- **English/Literacy Classroom (Instructional) Support (Tier 1):** Provide instructional support for a teacher's literacy instruction and curriculum.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Daily*
- **English/Literacy Events (Tier 1):** Create, support and/or co-lead literacy-focused events to enrich school literacy culture and climate.  
*Grades Served: 3; 4; 5; 6; 7; 8*
- **English/Literacy Appreciation and Recognition (Tier 1):** Create, support and/or co-lead events or programs recognizing and appreciating significant student growth and/or achievement in literacy.  
*Grades Served: 3; 4; 5; 6; 7; 8*
- **English Language Arts/Literacy Tutoring (Tier 2):** Lead small group or one-on-one literacy interventions for students on a Focus List during dedicated intervention time.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Weekly on Monday; Tuesday*

#### Conditions for Success

*To achieve our goals, the following conditions will need to be present:*

- Designated location within the classroom with adequate desk space and seating for push-in small group sessions, or designated location outside of the classroom with adequate desk space and seating for pull-out small group sessions
- Time built into AmeriCorps Members' schedules to facilitate complete small group sessions (specifically during school's intervention block).
- Consistent access to student level data (and corresponding tools as necessary) in order to work with targeted focus lists, highlighting students who are below basic or basic
- Permission for the City Year Impact Manager to work with teachers, coaches and administration to appropriately update student progression within the established curriculum. As student progression occurs, AmeriCorps Member schedules may be updated and intervention group rosters accordingly
- Time for the City Year Impact Manager to collaborate with the instructional coach around relevant and effective strategies and techniques to be used during small group sessions
- City Year attendance and participation in collaborative planning meetings and professional development
- As opportunities arise, City Year will work with school administration to identify areas of collaboration and support related to school events

#### Data/Evaluation Requirements

*City Year Milwaukee requires the following data to inform the success of the services above:*

## (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

### Course Performance: Math

#### Goals

*City Year Milwaukee and Alexander Mitchell Integrated Arts Schools aim to achieve the following goal(s):*

- : City Year team will enroll X students (TBD) onto Math focus lists; of those students X (TBD) will complete at least 15 hours of tutoring; of those who complete tutoring time X (TBD) will improve at least 1 benchmark level/meet expected growth

#### Whole School Whole Child Services

*City Year Milwaukee AmeriCorps members will conduct the below services. For Tier 2 services, interventions with students assigned to Focus Lists will begin on October 15, 2018.*

- **Math Classroom (Instructional) Support (Tier 1):** Provide instructional support to a teacher's math instruction and curriculum.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Daily*
- **Math-Focused Events (Tier 1):** Create, support and/or co-lead math-focused events to enrich school math culture and climate.  
*Grades Served: 3; 4; 5; 6; 7; 8*
- **Math Appreciation and Recognition (Tier 1):** Create, support and/or co-lead events or programs recognizing and appreciating significant student growth and/or achievement in math.  
*Grades Served: 3; 4; 5; 6; 7; 8*
- **Math Tutoring (Tier 2):** Lead small group or one-on-one math interventions for students on a Focus List during dedicated intervention time.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Weekly on Wednesday; Thursday*

#### Conditions for Success

*To achieve our goals, the following conditions will need to be present:*

- Designated location within the classroom with adequate desk space and seating for push-in small group sessions, or designated location outside of the classroom with adequate desk space and seating for pull-out small group sessions
- Time built into AmeriCorps Members' schedules to facilitate complete small group sessions (specifically during school's intervention block).
- Consistent access to student level data (and corresponding tools as necessary) in order to work with targeted focus lists, highlighting students who are below basic or basic
- Permission for the City Year Impact Manager to work with teachers, coaches and administration to appropriately update student progression within the established curriculum. As student progression occurs, AmeriCorps Member schedules may be updated and intervention group rosters accordingly
- Time for the City Year Impact Manager to collaborate with the instructional coach around relevant and effective strategies and techniques to be used during small group sessions
- City Year attendance and participation in collaborative planning meetings and professional development

#### Data/Evaluation Requirements

*City Year Milwaukee requires the following data to inform the success of the services above:*



## (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

### Cross Indicators

#### Goals

*City Year Milwaukee and Alexander Mitchell Integrated Arts Schools aim to achieve the following goal(s):*

- : City Year is more than willing to partner with school to determine a school-specific goal for the services outlined below

#### Whole School Whole Child Services

*City Year Milwaukee AmeriCorps members will conduct the below services.*

- **Phone Calls Home (Tier 1):** Place calls to the homes of all absent students within assigned homerooms/advisories.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Daily*
- **Report Card Conferencing (Tier 1):** Meet with students of any performance level once per marking period to discuss their most recent report card or other performance results.  
*Grades Served: 3; 4; 5; 6; 7; 8*
- **Classroom (Instructional) Support (Tier 1) in Other Subjects:** Provide instructional support for a teacher's instruction and curriculum in subjects or courses in addition to the main ELA and math classrooms.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Daily*
- **Positive Calls Home (Tier 2):** Place positive calls home (at least monthly) to the parents/guardians of students on Focus Lists to increase positive discourse on student successes and achievement.  
*Grades Served: 3; 4; 5; 6; 7; 8*  
*Schedule: Daily*

#### Conditions for Success

*To achieve our goals, the following conditions will need to be present:*

- Time dedicated for relevant school staff to collaboratively plan City Year Impact Manager, Team Leader and AmeriCorps Members to discuss initiatives and events
- Consistent access to student attendance records and parent contact information.
- School reviews any relevant policies and procedures with Impact Manager, Team Leader and AmeriCorps Members
- Access to student report cards

## (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

### After School

#### Goals

*City Year Milwaukee and Alexander Mitchell Integrated Arts Schools aim to achieve the following goal(s):*

- : City Year is more than willing to partner with school to determine a school-specific after school goal to support

#### Whole School Whole Child Services

*City Year Milwaukee AmeriCorps members will conduct the below services. For Tier 2 services, interventions with students assigned to Focus Lists will begin on October 8, 2018.*

- **After-school programming co-provider (Tier I):** Support existing after-school providers who require additional capacity in providing experiences for students that include homework help, snack, physical activity and enrichment programming.  
*Grades Served: 3; 4; 5; 6; 7; 8. K-2, as well.*  
*Schedule: Weekly on Monday; Tuesday; Wednesday; Thursday*

#### Conditions for Success

*To achieve our goals, the following conditions will need to be present:*

- Contact person for afterschool and Power Hour and consistent communication about where students should be at all times
- Time for the City Year Impact Manager and Team Leader to collaborate with after school/extended day staff members around relevant and effective strategies and techniques to be used during the after school/extended day space
- Consistent access to rosters indicating students who are enrolled in the school's after school/extended day program
- Consistent access to student attendance records and parent contact information.

**After School Program Activities.** An authorized representative from each of the relevant schools and City Year shall meet to ensure safety protocols are agreed to, including, without limitation, student attendance and absence plans, arrival, headcount and dismissal procedures, student medical plans, emergency protocols and a requirement that each child participating in the After School Program, provide to City Year a waiver signed by the parent or guardian of such child acknowledging, among other things:

- risks associated with extended learning in out-of-home settings, including the After School Program
- that the child might be exposed to physical hazards, emotional demands, communicable diseases, weather conditions or other unanticipated events, none of which are the responsibility of City Year
- authorizing the child to participate in the educational, athletic, and recreational programs of the After School Program
- releasing and agreeing to hold harmless City Year, its employees, agents, officers, directors and all volunteers from any and all liability, loss or damage, actions, claims and demands which now have or which may hereafter arise from the child's participation in the routine activities of the After School Program
- certifying that the child is in normal health, and is capable of participating safely in the educational, athletic and recreational programs of the After School Program, and
- agreeing that should any injury occur to the child during participation in said After School Program, City Year is authorized to arrange for or to provide emergency medical treatment and to arrange for or provide transportation to the nearest qualified medical facility.

The District acknowledges City Year's right to refuse to allow a child to participate in the After School Program in the event of any material deviation from agreed upon safety procedures. The District agrees that each of the schools identified in the Deployment Plan shall make appropriate space available (classroom,

**(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS**

gymnasium, outdoor play area and designated eating area) kept in safe, working order for City Year to render its After School Program services.

## (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

### Monitoring Success

- A City Year staff member will participate as a member of school's leadership team, as appropriate.
- City Year Americorps and staff members will participate in teacher team meetings, including subject area and cross-subject area teams.
- City Year team will participate in regular coordinated data review meetings with school staff (e.g. Early Warning Indicator meetings).
- City Year staff will meet with the school's leadership team to conduct a formal partnership review at least twice per year.
- City Year staff will meet with a school partner liaison to discuss progress against goals at least bi-weekly.
- City Year Americorps members will meet with their partner teacher(s) weekly to discuss student progress, review intervention session plans, and plan for collaborative classroom support.

### Preparation and Training

*In order to launch the partnership successfully and prepare City Year AmeriCorps members to be an integrated part of the school's instructional program:*

- The City Year team will attend summer training and on-going professional development opportunities, which will be discussed and scheduled by the school liaison and City Year staff. The School Partner will provide training for Americorps members on the school's core curriculum in ELA and Math, as well as training on any supplemental programs used for student intervention.
- The School Partner will provide an orientation to the any/all of the school's climate and student engagement initiatives, socio-emotional learning programs, student behavior policies, student support referral systems, attendance support initiatives, and attendance policies.
- The School Partner will introduce the Americorps members to any outside afterschool program providers and/or orient them to afterschool program curricula.
- The School Partner and City Year will design and implement an orientation for the school staff and the City Year team. City Year will participate in the school's orientation for faculty and staff during which the City Year team will host an orientation for the School Partner faculty and staff to introduce the teachers and school staff to the City Year Americorps members, build team and share a plan for the year. The School Partner will introduce the Americorps members to the school's vision and basic operations.
- The School Partner will inform the City Year team of the school emergency/safety plan policy, mandated reporting procedures and any information relevant to their interactions with students and staff.

### Material Support

*Alexander Mitchell Integrated Arts Schools agrees to provide the City Year Milwaukee Team with:*

- Consistent tutoring space, which includes tables or desks and chairs, that is reasonably free of distraction.
- Dedicated closed-door planning and meeting space including a secure storage space for personal belongings and service-related materials.
- Dedicated space to lead after-school/enrichment activities.
- Regular access to an adequate number of computers, internet and telephones that have external access capabilities, following the school's established protocols.
- Access to copier and office supplies as necessary to support the team.
- Access to service-related supplies and materials, including text and library books, teacher guides, curriculum support materials, intervention program materials, test prep materials, worksheets, hands-on materials, etc.
- Bulletin board(s) to communicate City Year programs and/or impact data.

### Agreements

*Alexander Mitchell Integrated Arts Schools and City Year Milwaukee agree to adhere to:*

- Per AmeriCorps regulations, refrain from the prohibited activities described in Appendix A.

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

**Acknowledgements**

City Year Program Manager

\_\_\_\_\_  
Kayla Stephan

\_\_\_\_\_  
Date

School Partner Principal

\_\_\_\_\_  
Kim Malacara

\_\_\_\_\_  
Date

## (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

### **AmeriCorps List of Various Non-Allowable Activities**

#### **Prohibited Activities (See 45 CFR § 2520.65)**

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

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. A partisan political organization;
  - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - v. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

#### **Nonduplication and Nondisplacement (See 45 CFR §§ 2540.100)**

1. Nonduplication.
  - i. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

## (ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS



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### 2. Nondisplacement.

- i. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- iv. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
  - a. Will supplant the hiring of employed workers; or
  - b. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- vi. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
  - i. Presently employed worker;
  - ii. Employee who recently resigned or was discharged;
  - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - v. Employee who is on strike or who is being locked out.
- vii. In select cities and schools within City Year's national network, some of City Year's AmeriCorps members participate in a teacher residency program through a local partnership with a college, university, or specialized program. In these cases, select components of their City Year service are fulfilling the training and/or practicum requirements of the resident program. As per the AmeriCorps regulations surrounding non-duplication and non-displacement of staff, please note that even though they are designated as teacher residents, these members, as with all of our members, may not duplicate teacher functions or serve as substitutes.

### **Restrictions on fundraising by members (See 45 CFR §§ 2520.40-45)**

AmeriCorps members may raise resources directly in support of your program's service activities.

1. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
  - i. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
  - ii. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
  - iii. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;

**(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS**



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*City Year Milwaukee and Alexander Mitchell Integrated Arts Schools*

- iv. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
  - v. Seeking donations from alumni of the program for specific service projects being performed by current members.
2. AmeriCorps members may not:
    - i. Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
    - ii. Write a grant application to the Corporation or to any other Federal agency.
  3. An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in §2520.40.