



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2018-01273

September 20, 2018

Consent Item 08

Title: Agreement: After School Education and Safety Program with Sacramento City Unified School District at Sam Brannan Middle School

Location: District 4

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to: 1) execute an agreement with the Sacramento City Unified School District for the City to continue to operate the After-School Education and Safety Program at the Sam Brannan Middle School during fiscal year 2018/19; 2) establish the After-School Education and Safety Program project (G19041290); 3) increase the revenue and expenditure budgets in G19041290 by \$139,230 (Fund 2702); and 4) increase expenditure budget in G19041290 by transferring \$20,884.50 (Fund 1001) from the Youth, Parks, & Community Enrichment Department's FY 2018/19 operating budget for the in-kind grant match requirement.

Contact: Sylvia Fort, Recreation Manager, (916) 808-8381; Shannon Brown, Interim Director (916) 808-6076, Department of Youth, Parks, & Community Enrichment.

Presenter: None

Attachments:

1-Description/Analysis

2-Resolution

3-Agreement

Description/Analysis

Issue Detail: The State of California has approved the After-School Education and Safety program (ASES) grant for the Sacramento City Unified School District (SCUSD). The SCUSD has requested that the Youth, Parks, & Community Enrichment Department continue to operate the ASES program at Sam Brannan Middle School for the FY2018/19, at a reimbursement rate not to exceed \$139,230.

Policy Considerations: The provision of City services to the SCUSD is consistent with Youth, Parks, & Community Enrichment Department's after-school enrichment programs, which are also provided to other school districts in the City.

Economic Impacts: Not Applicable.

Environmental Considerations: Under the California Environmental Quality Act (CEQA), continuing administrative activities, such as what is recommended in this report do not constitute a "project" (CEQA Guidelines section 15378(b)(2).)

Sustainability: This program has been reviewed to ensure its consistency with the goals, policies, and targets of the City's Sustainability Master Plan (SMP).

Commission/Committee Action: Not Applicable.

Rationale for Recommendation: The ASES program will provide after-school education for approximately 125 youth daily. City Council authorization is required for the Youth, Parks, & Community Enrichment Department to operate the program in a service provider capacity and for contracts over \$100,000.

Financial Considerations: The availability of Proposition 49 funding allows for continued ASES programming at Sam Brannan Middle School. The District will reimburse the City up to \$139,230 for this program for the FY2018/19. The costs incurred by the City in the operation of the program will be reimbursed by the school district, but an in-kind match in an amount not-to-exceed \$20,884.50 (15% of the agreement amount) is to be provided by the City and the source is the General Fund (Fund 1001). Sufficient funding exists in the Department of Youth, Parks, & Community Enrichment FY 2018/19 operating budget to support the in-kind match requirement.

Local Business Enterprise (LBE): Not Applicable.

RESOLUTION NO. 2018-

Adopted by the Sacramento City Council

APPROVING THE AGREEMENT WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR THE AFTER SCHOOL EDUCATION AND SAFETY PROGRAM AT SAM BRANNAN MIDDLE SCHOOL

BACKGROUND

- A. The Youth, Parks, & Community Enrichment Department has operated After School Education and Safety (ASES) programs at middle schools since 1999. Funding for the ASES program is from grants from the State of California Department of Education.
- B. School districts may provide ASES programs directly or contract with other providers to deliver services on their behalf.
- C. The Sacramento City Unified School District (SCUSD) has requested that the City continue to operate the ASES program at Sam Brannan middle school for the fiscal year 2018/19. The agreement provides for reimbursement of costs up to \$139,230 and requires an in-kind match of 15% or \$20,884.50.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is authorized to execute the Agreement with SCUSD for the City to operate the After-School Education and Safety Program (ASES) at Sam Brannan Middle School during FY 2018/19.
- Section 2. The FY 2018/19 After-School Education and Safety Program project (G19041290) is established.
- Section 3. The City Manager or the City Manager's designee is authorized to increase the revenue and expenditure budgets in G19041290 by an amount up to \$139,230 (Operating Grants Fund, Fund 2702) for the ASES program for SCUSD in FY 2018/19.
- Section 4. The City Manager or the City Manager's designee is authorized to increase the expenditure budget in G19041290 by transferring an amount up to \$20,884.50 (General Fund, Fund 1001) based on 15% of the agreement amount from the Youth, Parks, & Community Enrichment Department's FY 2018/19 operating budget for the in-kind grant match requirement.

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services Department
And
City of Sacramento, Teen Services**

The Sacramento City Unified School District ("District") and the City of Sacramento, Teen Services (CITY OF SAC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 1st, 2018 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento, Teen Services to develop, maintain and sustain programs that offer support services to **Sam Brannan Middle School** program and recreational activities supporting the After School Education and Safety (ASES), 21st Century Community Learning Centers expanded learning programs at the above mentioned school during the school year 2018-2019. This collaboration is designed to provide students opportunities to expand learning, promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality expanded learning care for students; and deter tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. CITY OF SAC shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and all expectations outlined in the SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. CITY OF SAC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse CITY OF SAC for direct services not to exceed **\$139,230.00** be made in installments upon receipt of properly submitted invoices.

Within one month of commencement of the services outlined in this Agreement, the Provider shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to

provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

Breakdown:

Program	School Name	Contract Amount	Attendance Target Days (180)
ASES	Sam Brannan	\$139,230.00	111
Total Amount		\$139,230.00	

The final installment shall not be invoiced by CITY OF SAC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, CITY OF SAC shall provide documentation of **\$20,884.50** as in-kind match (15% of the contract amount) to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, CITY OF SAC and each of CITY OF SAC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, CITY OF SAC shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. CITY OF SAC will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the CITY OF SAC to the District.

E. Fingerprinting Requirements. CITY OF SAC agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, CITY OF SAC shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. CITY OF SAC shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, CITY OF SAC shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, CITY OF SAC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this

provision is grounds for termination of the Agreement. Agency will provide the District with livescan contact information to receive alerts when livescans are complete.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* CITY OF SAC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2018, through June 30, 2019. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged as bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

H. Indemnity. CITY OF SAC agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by CITY OF SAC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. CITY OF SAC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Nondiscrimination. It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, gender identity, sexual orientation, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

J. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

K. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

L. Assignment. This Agreement is made by and between CITY OF SAC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

M. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SAC and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

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

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

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

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

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

DISTRICT:

By:

John Quinto
Chief Business Officer
Sacramento City Unified School District

Date

AGENCY NAME:

By:

Authorized Signature

Date

Print Name: _____

Title: _____

DISTRICT shall:

1. Provide support for program evaluation
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning Specialist for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of CITY OF SACRAMENTO, TEEN SERVICES to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, CITY OF SAC site liaison and site administrator to identify program needs, successes and assistance.
13. Provide a "Mid-Year" Partnership Report addressing strengths and areas for improvement for future partnership.
14. Assist with the coordination of field trips and special events by coordinating with the SCUSD transportation department.

City of Sacramento, Teen Services shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, alcohol, tobacco and other drug education and prevention activities that are aligned to YDSS goals.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by CITY OF SAC and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Follow the Expanded Learning Procedural Manual.
5. Provide an "End of Year" Report on status of all outcomes and objectives.
6. Maintain and provide to the District monthly attendance and program activities records.
7. **CITY OF SAC shall maintain 85% or above of targeted attendance for the school site for the entire year.**
8. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs including SCUSD's Wellness Policy.
9. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
10. Develop special activities or field trips for the sites individually and collectively. CITY OF SAC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
11. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
12. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
13. Communicate progress of project/partnership development on a timely and consistent manner to the District.

14. Communicate new partnership opportunities with the District.
15. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
16. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/19 and sufficient staffing to maintain a 20:1 student/staff ratio.**
17. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
18. Provide annual in-kind support and direct services that equates to approximately 15% of total contract and such financial support to be itemized and reported monthly to the District.
19. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
20. Act as liaison with parents in supporting family engagement.
21. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes and assistance.

District Expectations for Expanded Learning Programs:

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs. This may include:
 - a. Creating opportunities for youth-led activities and service learning
 - b. Involving youth in the decision-making process when appropriate
 - c. Encouraging youth civic engagement
 - d. Incorporating character education
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
 - a. Requirements for Safety
 - b. Training on Child Sexual Abuse to all agency staff
 - c. Communication Protocol
 - d. Medical Protocol
 - e. Early Release/Late Arrival Policy
 - f. Program Hours Requirement: 15 hours per week for After School (ASES and 21st CCLC programs must remain open until 6:00 PM); 7.5 hours per week for Before School Programming (Program must start at least 1.5 hours before the start of the regular day.
 - g. District Disciplinary Protocol
 - h. SCUSD Wellness Policy
 - i. Field Trip Requirements – Including having a certificated district employee or agency/district employee who has acquired Activity Supervisor Clearance Certificate (ASCC).
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
 - a. Adequate supervision that includes keeping students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - b. 20:1 student/staff ratio (Student to staff ratio during field trips should be according to the Field Trip guidelines.
 - c. Clear, positively stated program rules and expectations.
 - d. Engage in active supervision at all times including moving through program space, scanning environment and interacting with students to help prevent incidents from occurring.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
 - a. Checking and answering e-mails and phone message daily
 - b. Incidents, issues and concerns will be communicated to the district within 24 hours
 - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
 - d. Checking district (Outlook) email regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
 - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
 - b. Prepared and ready at least 1 hour prior to start of programming
 - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement

6. In order to support academic achievement, Service Providers/staff should:
 - a. Have a general knowledge of the academic standing of their students in their program
 - b. Align Expanded Learning programs to the regular school day
 - c. **Each program site will have their own program plan based on the needs of their students**
 - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
 - e. Be a part of the school community. Participate in staff meetings, school site council, school events such as Back to School Night, Open House etc.
 - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
7. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2016-2017-school-accountability-report-cards>.
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
9. All 21st Century Community Learning Centers/ASSETs programs must assess the need for family literacy services among adult family members of students served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.
11. Agencies will participate in the SCUSD end of year youth voice survey with at least at 85% response rate.
12. Program managers and instructional aids will participate in district offered professional development.
13. Agency will include information about sexual harassment and child sexual abuse prevention in all new employee orientations.