

## **RESOLUTION NO. 2011-621**

Adopted by the Sacramento City Council

November 15, 2011

### **APPROVING AN AGREEMENT WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR AFTER-SCHOOL EDUCATION AND SAFETY PROGRAM**

#### **BACKGROUND**

- A. The Department of Parks and Recreation has operated the ASES (After School Education and Safety) after-school literacy and enrichment program since 2000.
- B. The City has operated the ASES program, referred to as the PASSage Program, funded by the California Department of Education (CDE) at up to 7 middle schools, including John Still and Sam Brannan, in the Sacramento City Unified School District (SCUSD) as a contractor for many years.
- C. SCUSD is now the direct grant recipient from CDE for the after-school program at all of their middle schools. Based on a competitive process, SCUSD selected the City to continue to operate the ASES or PASSage program at John Still and Sam Brannan schools on a contract basis. SCUSD will pay the City's full direct costs of operating the programs, up to a total of \$200,000 in Fiscal Year (FY) 2011/12, with CDE funds. No General Fund appropriation for the City's Teen Services section is required to perform the services under the proposed agreement. The required \$30,000 of in-kind services required under the agreement will be provided through the existing General Fund support for the Teen Services regular operating budget.
- D. During the next few years SCUSD may choose to extend the agreement for subsequent fiscal years, increase or decrease the cost paid per student, change the number of students to be served at any particular school or change other operational requirements. In addition, because the City has experience operating the ASES program at up to 7 middle schools, SCUSD may request the City to operate the ASES program at additional schools or to substitute schools.

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

- Section 1. The City Manager or designee is authorized to execute the Agreement for Services with the Sacramento City Unified School District (SCUSD) and any related documents as necessary for the City to operate an After School Education and Safety (ASES) program at John Still and Sam Brannan Middle Schools during the 2011-2012 school year commencing on August 15, 2011, for an amount not to exceed \$200,000 in Fiscal Year (FY) 2011/12.

Adopted by the City of Sacramento City Council on November 15, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

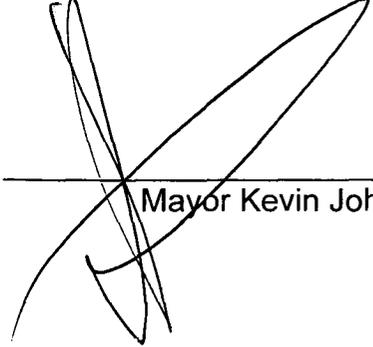
Noes: None.

Abstain: None.

Absent: None.

Attest:

  
Shirley Concolino, City Clerk

  
Mayor Kevin Johnson

- Section 2. The City Manager or designee is authorized to enter into any amendments or new agreements with SCUSD for operation of the PASSage program at John Still and Sam Brannan middle schools through June 30, 2015, subject to approval as to form by the City Attorney, which may extend the term, change the cost paid per student, change the number of students to be served at any particular school or change other operational requirements, as long as any amendment or new agreement does not increase the maximum annual payment to the City by more than 20% above the FY 2011/12 amount and the additional services can be provided by the Teen Services section and fully funded with SCUSD payments so that no additional General Fund appropriation is required to perform the services under the amended or new agreement.
- Section 3. The City Manager or designee is authorized to enter into any new agreements with SCUSD for operation of the PASSage program at additional schools through June 30, 2015, subject to approval as to form by the City Attorney, if the new agreements contain substantially the same contract terms and conditions as the agreement described in Section 1 and the PASSage program, the additional services can be provided by the Teen Services section, and the services are fully funded with SCUSD payments so that no additional General Fund appropriation is required to perform the services under the new agreement.
- Section 4. The City Manager or designee is authorized to adjust the operating revenue and expenditure budgets as necessary to implement the PASSage program agreements with SCUSD.
- Section 5. The agreement described in Section 1 is attached as Exhibit A and made a part of this Resolution.

**Table of Contents:**

- Exhibit A - PASSage Program Agreement for John Still and Sam Brannan Middle Schools for FY 2011-12

## AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**FACE: Youth Development Support Services Department**  
**Youth Engagement Services**

And  
**City of Sacramento, Teen Services**

The Sacramento City Unified School District ("District") and the **City of Sacramento, PASSAGE Program** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 15<sup>th</sup>, 2011 ("Effective Date") with respect to the following recitals:

### RECITALS

WHEREAS, the District desires to engage City of Sacramento, PASSAGE Program to develop, maintain and sustain programs that offer support services to John Still and Sam Brannan Middle Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs at John Still Middle and Sam Brannan Middle Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and 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 after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. City of Sacramento, Teen Services PASSAGE Program shall adhere to scope of services outlined in Attachment A for designated schools:
- ii. 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 ASES 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, District shall pay City of Sacramento, PASSAGE Program \$200,000, to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by PASSAGES Program or due until completion of all obligations pursuant to this Agreement. For provisions of services

pursuant to this Agreement, PASSAGE Program shall provide documentation of \$30,000 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, City of Sacramento, Teen Services PASSAGE Program, and each of City of Sacramento, Teen Services PASSAGE Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference. Agreement 2001-050 is attached for reference

E. Fingerprinting Requirements. District has determined that services performed under this Agreement will result in contact with students. City of Sacramento, PASSAGE Program shall obtain fingerprinting and TB clearance for all employees before services can begin. City of Sacramento, PASSAGE Program will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from August 15, 2011, through June 30, 2012. Either Party may terminate this Agreement without cause and without incurring further financial obligation with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to: City of Sacramento, Teen Services PASSAGE Program  
c/o Kim Mohler  
Recreation Superintendent  
City of Sacramento Department of Parks and Recreation  
5699 S. Land Park Drive  
Sacramento, CA 95822  
(916) 808-8378

If to: Sacramento City Unified School District  
c/o Youth Engagement Services  
Serna Center  
5735 47<sup>th</sup> Avenue, Box 767  
Sacramento, CA 95824  
916-643-7992

G. 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.

H. 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.

I. Assignment. This Agreement is made by and between City of Sacramento, Teen Services PASSAGE Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO, TEEN SERVICES PASSAGE PROGRAM and 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.

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

L. 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.

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

N. 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: \_\_\_\_\_ Date \_\_\_\_\_  
Patricia Hagemeyer  
Chief Business Officer  
Sacramento City Unified School District

**CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASES: Sacramento City USD and City of Sacramento, PASSAGE Program**  
**Scope of Services: August 15, 2011 to June 30, 2012**  
**Attachment A\***

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**DISTRICT shall:**

1. Provide evaluation and/or survey of projects as required.
2. Recognize City of Sacramento, Teen Services PASSAGE Program in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of City of Sacramento, Teen Services PASSAGE Program to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. 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.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials at no charge to the City.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program at no charge to the City.
13. Meet monthly with the District contact person, City of Sacramento, Teen Services PASSAGE Program site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide teachers to deliver after school tutoring the first hour of the program for a minimum of 10 hours per week.
15. Provide afterschool program staff with computer and telephone access.

**CITY OF SACRAMENTO, TEEN SERVICES PASSAGE PROGRAM shall:**

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school dismissal until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by City of Sacramento, Teen Services PASSAGE Program and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. City of Sacramento, Teen Services PASSAGE Program will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. City of Sacramento, Teen Services PASSAGE Program will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. City of Sacramento, Teen Services PASSAGE Program shall maintain at least 85% of targeted attendance for each school site.
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. City of Sacramento, Teen Services PASSAGE Program will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The City of Sacramento, Teen Services PASSAGE Program 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.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.

11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. Provide a site coordinator and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately \$30,000, such financial support to be itemized and reported monthly to the District.
18. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Accommodate John Still Elementary students and families by providing a transitional age after school program. The program will work in collaboration with the elementary school, the District, and all other partners involved.

**School Site shall:**

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance 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 the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the site coordinator, 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 site coordinator, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.
9. Provide data information back to SCUSD for reporting to California Department of Education on student progress within the ASES after school program.
10. Provide computer and telephone access to PASSAGE staff.
11. Provide teachers to lead tutoring and academic assistance for one hour after school each day school is in session for a minimum 10 teacher hours per week.