

Meeting Date: 10/13/2015

Report Type: Consent

Report ID: 2015-00825

Title: Agreements: Sacramento City Unified School District for After-School Program (Adjourned from 10/06/2015)

Location: Multiple locations within and outside the City limits

Recommendation: Pass a Resolution: 1) authorizing the City Manager or his designee to execute an agreement with the Sacramento City Unified School District (SCUSD) for the City's Sacramento START (Students Today Achieving Results for Tomorrow) after-school program to operate the Summerquest program at five elementary schools during Summer 2015 and be reimbursed by SCUSD up to a total of \$141,769; 2) authorizing the City Manager or his designee to execute an agreement with SCUSD for the Sacramento START program to operate at 17 elementary schools during the 2015/16 school year and be reimbursed by SCUSD up to a total of \$2,357,258.13 in Fiscal Year (FY) 2015/16; 3) authorizing the City Manager or his designee to enter into any amendments with SCUSD for operating of the START program at one or more of the 17 schools through June 30, 2016, which may 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 does not increase the maximum annual payment to the City by more than \$500,000 above the FY2015/16 amount and the additional services can be provided by the START program and require no additional General Fund support. Increases above the \$500,000 will be subject to City Council approval; and 4) authorizing the City Manager or his designee to adjust the operating revenue and expenditure budgets as necessary to implement the agreements with SCUSD.

Contact: Brian Fitzgerald, Recreation Superintendent, (916) 808-6196; Alan Tomiyama, Recreation Manager, (916) 808-8958; Sonja Jarvis, Administrative Officer, (916) 808-8824, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: START

Dept ID: 19001631

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Chart of School Sites
- 4-Resolution
- 5-START School Year 2015-16
- 6-START Summer 2016

City Attorney Review

Approved as to Form
Sheryl Patterson
9/21/2015 2:47:48 PM

Approvals/Acknowledgements

Department Director or Designee: Lori Harder - 9/14/2015 9:59:16 AM

Description/Analysis

Issue Detail: The Sacramento City Unified School District (SCUSD) has received a grant from the California Department of Education for their after-school program and selected the City of Sacramento as its operator for the school sites listed in Attachment 2 of this report. The City's START program (Students Today Achieving Results for Tomorrow) will implement SCUSD's Summerquest program for Summer 2015 and operate the after-school literacy and enrichment program at 17 schools during the 2015/16 school year. Historically, SCUSD finalizes its service contracts at the beginning of the fall semester and such contracts provide authority retroactive to the beginning of the fiscal year.

Policy Considerations: Continued participation in after-school programming is consistent with the City's strategic plan to enhance livability.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment and that do not constitute a "project," as defined by CEQA [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability: Not applicable.

Commission/Committee Action: Not Applicable

Rationale for Recommendation: Since 1996 the START program has operated after-school literacy and enrichment programs at dozens of elementary school campuses throughout Sacramento County. The programs have been funded in large part by grants from the California Department of Education. Over the years several local school districts have applied for and received their own direct grants from the State, precluding the City from receiving a grant to serve the same school. Some of the school districts operate their own after-school literacy and enrichment program and some contract with providers such as START.

Executing the agreements with SCUSD will allow the elementary school children at a number of schools to participate in START this year.

Financial Considerations: SCUSD will pay the City up to \$141,769 for work at 5 schools during Summer 2015 and up to \$2,357,258 for work at 17 schools during the 2015/16 school year. No additional General Fund appropriation is required.

SCUSD may choose to increase or decrease the cost paid per student based on the State grant funding, 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 START program at many Sacramento City elementary schools, SCUSD may request the City to operate the START program at additional schools or to substitute schools.

Provided the START program has the capacity to operate under the new conditions and to give flexibility to the START program to respond to changing situations, approval is requested to authorize the City Manager to execute amendments for operation of the START program at one or more of the 17 schools through June 30, 2016, that 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 does not increase the maximum payment to the City by more than \$500,000 and no additional General Fund support is required. Increases above the \$500,000 will be subject to Council approval.

Local Business Enterprise (LBE): Purchase of supplies and equipment will be made in accordance with the City's Local Business Enterprise program requirements.

Background:

Sacramento START was launched in 1996. Today, START is widely recognized as one of the most outstanding after-school literacy and enrichment programs in the country, serving thousands of elementary school children in the most disadvantaged areas of the City and County. The City of Sacramento through its Parks and Recreation Department provides management and administrative support. Funding is provided through a partnership with the California Department of Education, the City of Sacramento's General Fund, the participating school districts, and donations from foundations, businesses and individuals. A significant portion of the funding comes from the State or from school districts whose funding comes from the State. No fees are charged to the children or their parents.

State law governs the overall structure of the START program, which is part of the State's After School Education and Safety (ASES) program. Requirements cover the duration and frequency of the program, the required ratio of staff to children, staff background and education qualifications, reimbursement rate, the percent of local matching funds and the need for an evaluation.

Program staff are employees of the City. All program supervision and administration will be handled by the City's Parks and Recreation Department.

SCUSD will be solely responsible to the California Department of Education (CDE) for communication with CDE and for compliance with all CDE grant requirements. START will bill SCUSD monthly for the cost of all labor and supplies used in the program.

Attachment 2

Sacramento START Elementary School Sites
 Summer 2015 and School Year 2015/16
 In the Sacramento City Unified School District

Council District	School Name	Grade	Address	Summer, School Year or Both
3	David Lubin Elem	K-6	3535 M St	School Year
3	Theodore Jodah Elem	K-6	3919 McKinley Blvd	School Year
4	John Cabrillo Elem	K-6	1141 Seamas Ave	School Year
5	Ethel Phillips Elem	K-6	2930 21 st Av	Both
5	Hollywood Park Elem	K-6	4915 Harle Way	School Year
5	Pony Express Elem	K-6	1250 56 th Av	School Year
6	Elder Creek Elem	K-6	7934 Lemon Hill Av	Both
6	Hubert Bancroft Elem	K-6	2929 Belmar St	School Year
6	Mark Twain Elem	K-6	4914 58 th St	School Year
6	Peter Burnett Elem	K-6	6032 36 th Ave	Both
6	Tahoe Elem	K-6	3110 60 th St	School Year
7	Susan B Anthony Elem	K-6	7864 Detroit Blvd	School Year
n/a	Abraham Lincoln Elem	K-6	3324 Glenmoor Dr	School Year
n/a	Golden Empire Elem	K-6	9045 Canberra Dr	Both
n/a	James Marshall Elem	K-6	9525 Goethe Rd	School Year
n/a	O.W. Erlewine Elem	K-6	2441 Stansberry Way	Both
n/a	Parkway Elem	K-6	4720 Forest Pkwy	School Year

Addresses outside the City limits are shown with a Council District designation of n/a.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

October 6, 2015

APPROVING AGREEMENTS WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT FOR START PROGRAM

BACKGROUND

- A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after-school literacy and enrichment program since 1996.
- B. The City has operated the START program at numerous elementary schools in the Sacramento City Unified School District (SCUSD) as a direct grant recipient from the California Department of Education (CDE) and/or as a contractor with SCUSD for many years.
- C. SCUSD is now the direct grant recipient from CDE for the after-school program at their elementary schools. Based on a competitive process, SCUSD selected the City to continue to operate the START program on a contract basis at 5 schools during the Summer 2015 and at 17 schools during the 2015/16 school year. SCUSD will pay the City's direct costs of operating the programs, up to a total of \$141,769 for Summer 2015 and up to \$2,357,258.13 for school year 2015/16.
- D. During the next year SCUSD may choose to 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 START program at many Sacramento City elementary schools, SCUSD may request the City to operate the START 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 his designee is authorized to execute an agreement with the SCUSD for the City's START after-school program to operate the Summerquest program at 5 elementary schools during Summer 2015 and be reimbursed by SCUSD up to a total of \$141,769.
- Section 2. The City Manager or his designee is authorized to execute an agreement with SCUSD for the START program to operate at 17 elementary schools

during the 2015/16 school year and be reimbursed by SCUSD up to a total of \$2,357,258.13 in Fiscal Year (FY) 2015/16.

- Section 3. The City Manager or his designee is authorized to enter into any amendments with SCUSD for operation of the START program at one or more of the 17 school year schools through June 30, 2016, 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 does not increase the maximum annual payment to the City by more than \$500,000 above the FY2015/16 amount and the additional services can be provided by the START program and require no additional General Fund support. Increases above the \$500,000 will be subject to City Council approval.
- Section 4. The City Manager or his designee is authorized to adjust the operating revenue and expenditure budgets as necessary to implement the agreements with SCUSD.
- Section 5. The agreement described in Section 1 is attached as Exhibit A and the agreement described in Section 2 is attached as Exhibit B and are made a part of this Resolution.

Table of Contents:

- Exhibit A - Agreement for Summer 2015
Exhibit B - Agreement for School Year 2015/16

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services
Expanded Learning Services**

And

CITY OF SACRAMENTO, START PROGRAM

The Sacramento City Unified School District (“District”) and the CITY OF SACRAMENTO, START PROGRAM (“START”) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1st, 2015 (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage the START Program to develop, maintain and sustain programs that offer support services to Abraham Lincoln, David Lubin, Elder Creek, Ethel Phillips, Golden Empire, Hollywood Park, Hubert H. Bancroft, James Marshall, John Cabrillo, Mark Twain, O. W. Erlewine, Parkway, Peter Burnett, Pony Express, Tahoe, Susan B. Anthony and Theodore Judah Elementary 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 START Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) and 21st Century before and after school programs at designated Elementary Schools, outlined in Attachment B, during the 2015 - 16 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 programs for students, and deter, tobacco, alcohol and other drug use; and

WHEREAS, the ultimate goals of the Agreement are (1) provide after school programs for school year; (2) provide at least 1:20 ratio on each school site; (3) work collaboratively with the District to provide services to students, ensure targeted attendance is achieved per school, provide and communicate other pertinent information back to the District; and (4) adhere to protocol and guidelines outlines in Attachments A and C.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. START Program will work with the District’s Youth Development Support Services staff in program implementation. START Program will provide direct service programming and staff the program to meet a 1:20 ratio of staff to students.
- ii. START Program shall adhere to Attachment A Scope of Services; Attachment C After School

Programs Expectations; and complete SCUSD After School Program Manual (located on SCUSD After School Website);

- iii. START PROGRAM shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iv. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide district-level Area Specialist(s) to liaison with all participating schools. The Area Specialist(s) will work with the, START Program supervisor to successfully facilitate all aspects of the after school programs, including overall management, administrative oversight, coordination of activities and logistics for the program, school data collection and survey implementation.
- v. District shall provide overall management, administrative oversight, coordination of activities and logistics for the program and additional components. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening all contractors to facilitate program planning and modifications. District shall coordinate the evaluation process and facilitate the evaluation team.

B. Payment. For providing the obligations pursuant to this Agreement, START Program shall invoice the District not to exceed **\$2,357,258.13** to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by CITY or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, START Program shall provide documentation of at least 20% match of total contracted amount, no less than **\$471,451.63**, to the District. Pursuant to this agreement, START Program may not exceed 5% of total MOU amount on administrative costs.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, the START Program, and each of START Program's 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 START Program 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.

E. Fingerprinting and TB Requirements. The START Program agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code before services can begin. START 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. START Program 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.

F. Period of Agreement. The term of this Agreement shall be from August 1st, 2015, through June 30, 2016. 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 a 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.

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 START 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 START 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 Governing Board of Education and/or designee.

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

DISTRICT:

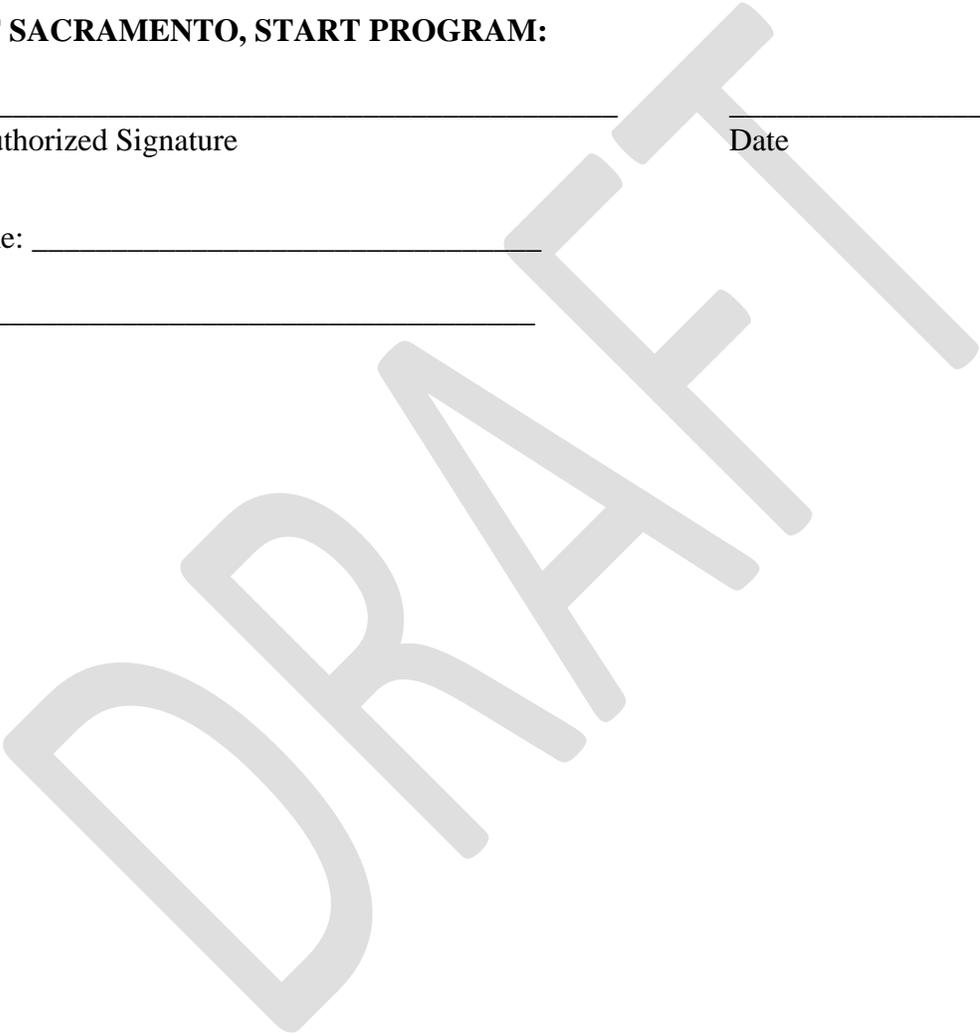
By: _____ Date _____
Gerardo Castillo
Chief Business Officer
Sacramento City Unified School District

CITY OF SACRAMENTO, START PROGRAM:

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____



SCUSD and City of Sacramento START Program
Scope of Services:
Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize START 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 PROGRAM MANAGER of START PROGRAM to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER 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 PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program.
13. Meet monthly with the District contact person, START PROGRAM site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

CITY'S SACRAMENTO START 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 closure 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. Provide Before School Program at designated sites, program to operate 1.5 hours before school start as applicable.
3. 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 START PROGRAM and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
4. START 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.
5. START PROGRAM will 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. **START PROGRAM shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
8. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
9. START PROGRAM will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
10. Develop special activities or field trips for the sites individually and collectively. The START 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.
11. Attend and provide monthly reports at the Youth Development Agency Manager meetings and/or other designated meetings, monthly PROGRAM MANAGER professional development, 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 6/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
17. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
18. Provide annually in-kind support and direct services totaling approximately 20% of total contract and financial support to be itemized and reported monthly to the District.
19. Meet monthly with the PROGRAM MANAGER and District contact person to identify program needs, successes, and assistance needed.
20. Provide programing, workshops, information and support to parents/guardians through the Family Literacy component (at designated sites).
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, 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 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 site administrator to identify program needs, successes, and assistance needed.

**ASES: SCUSD and City of Sacramento START Program
Attachment B: Elementary School Site Breakdown**

School Name	Program	Contract Amount	Negotiated 2.5% Fee	Attendance Target (178 Days)
Elder Creek	21st Century	\$92,175.00	\$2,304.38	93
Ethel Phillips	21st Century	\$65,610.00	\$1,640.25	61
Hollywood Park	21st Century	\$32,400.00	\$810.00	31
O. W. Erlewine	21st Century	\$20,250.00	\$506.25	20
Peter Burnett	21st Century	\$40,500.00	\$1,012.50	41
Tahoe	21st Century	\$20,528.50	\$513.21	19
Golden Empire	21st Century	\$43,200.00	\$1,080.00	41
David Lubin	ASES	\$64,710.36	\$1,617.76	62
Golden Empire	ASES	\$90,000.00	\$2,250.00	85
John Cabrillo	ASES	\$90,000.00	\$2,250.00	85
Theodore Judah	ASES	\$90,000.00	\$2,250.00	85
Abraham Lincoln	ASES	\$104,062.50	\$2,601.56	85
Elder Creek	ASES	\$262,449.79	\$6,561.24	214
Ethel Phillips	ASES	\$104,062.50	\$2,601.56	85
Hollywood Park	ASES	\$94,177.26	\$2,354.43	77
Hubert H. Bancroft	ASES	\$89,910.00	\$2,247.75	73
James Marshall	ASES	\$104,062.50	\$2,601.56	85
Mark Twain	ASES	\$104,062.50	\$2,601.56	85
O. W. Erlewine	ASES	\$104,062.50	\$2,601.56	85
Parkway	ASES	\$115,370.63	\$2,884.27	94
Peter Burnett	ASES	\$126,123.75	\$3,153.09	103
Pony Express	ASES	\$104,062.50	\$2,601.56	85
Susan B. Anthony	ASES	\$178,571.25	\$4,464.28	145
Tahoe	ASES	\$104,062.50	\$2,601.56	85

Peter Burnett	Before School Base	\$27,675.00	\$691.88	42
Tahoe	Before School Base	\$27,675.00	\$691.88	42
Total Amount		\$2,299,764.04	\$57,494.09	

Total Contract for 2015-16: \$2,357,258.13

DRAFT

Expectations for SCUSD Before and After School Programs

The following guidelines are set forth to establish clear communication between SCUSD staff and contracted After School 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 SCUSD before and after school programs.
2. Service providers and their staff will be knowledgeable of and adhere to the regulations established in the ASP manual, including, but not limited to,
 - Requirements for Safety
 - Medical Protocol
 - Attendance Requirements
 - District Disciplinary Protocol
 - Field Trip Requirements etc.
3. Service providers will maintain an environment that is physically and emotionally safe for children/youth and staff **at all times**. This includes
 - Adequate supervision
 - 20 to 1 students/staff ratio
 - Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
 - Clear program rules and expectations
4. Area representatives, Service Providers & their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means
 - Checking and answering emails and phone messages regularly
 - Issues/concerns will be communicated in a timely manner
 - Regular and clear communication with parents via newsletters, phone calls, emails etc.
 - Checking on ASP website
5. Program staff will conduct themselves in a professional manner at all times by being:
 - Easily identifiable to parents and school staff by wearing badges in plain view while on duty.
 - Prepared and ready at least 1-hour prior to start of programming.
 - 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:
 - Have general knowledge of the academic standing of the students in their program.
 - Align after school programs to the regular school day

- **Each after school program site will have their own program plan based on the needs of their students.**
 - Meet administrators and teachers regularly
 - Be a part of the school culture. Participate in staff meetings, schools events such as Back to School Night, Open House etc.
 - A representative from each provider agency should serve on at least one school site committee such as School Site Council, Safety Committee etc.
 - Review the School Accountability Report Card for your school site. This information is posted on <http://sacramentocity.schoolwisepress.com/home/>
7. Provider agency and their staff will incorporate youth development principles in their programming. This may include
- Creating opportunities for youth-led activities and service learning
 - Involving youth in the decision-making process when appropriate
 - Encouraging youth civic engagement
 - Incorporating character education
8. 21st CCLC- Program must assess the need for family literacy services among adult family members of student to be served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with local service providers to deliver literacy and educational development services.
9. Area representatives will evaluate afterschool programming based on student participation, adherence to the above-mentioned guidelines and based on the analysis of the various assessment tools.

AGREEMENT FOR SERVICES

Between

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
Youth Development Support Services-Expanded Learning
And**

City of Sacramento, START

The Sacramento City Unified School District (“District”) and the City of Sacramento, START (START) collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on May 6, 2015, (“Effective Date”) with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage CITY OF SACRAMENTO, START to develop, maintain and sustain SUMMER MATTERS programing, providing summer academic and enrichment support services to the following sites during Summer 2015; Elder Creek Elementary, Ethel Phillips Elementary, Golden Empire Elementary, O. W. Erlewine Elementary and Peter Burnett Elementary Schools. The primary purpose of Summer Matters Programing is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, CITY OF SACRAMENTO, START will work collaboratively with District to develop, support, coordinate, and implement the **Summerquest program** at each of the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during the summer intercession, improve academic performance and attendance for students participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children’s education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

i. START shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School/Summer Website);

ii. START shall adhere to services outlined in SCUSD Contract Terms and Conditions

iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all programing and District-sponsored Summer Matters 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 at minimum 85% of said target, District shall reimburse START for services not to exceed **\$141,769.00**, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	School Name	Contract Amount	Attendance Target
Summerquest	Elder Creek Elem.	\$42,352.00	200 students
Summerquest	Ethel Phillips Elem.	\$21,926.00	100 students
Summerquest	Golden Empire Elem.	\$21,926.00	100 students
Summerquest	O.W. Erlewine Elem.	\$21,926.00	100 students
Summerquest	Peter Burnett Elem.	\$32,639.00	150 students

The final installment shall not be invoiced by START or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, START shall provide documentation of a **\$28,354.00 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, START, and each of START 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, START shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. START will also provide a written endorsement to such policy 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 START to the District.

E. Fingerprinting Requirements. START **agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code.** If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, START 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.

F. Period of Agreement. The term of this Agreement shall be from May 6, 2015 through July 30, 2015. 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 a 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.

G. Indemnity. START 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, negligence, injury or other causes of action or liability proximately caused by and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. START 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.

H. 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.

I. 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.

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

K. Entire Agreement. This Agreement constitutes the entire agreement between START 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.

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

M. 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.

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

O. 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 _____
Gerardo Castillo
Interim Chief Business Officer
Sacramento City Unified School District

CITY OF SACRAMENTO, START:

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____

**Sacramento City Unified School District and City of Sacramento, START:
SUMMER MATTERS 2015 Scope of Services
Addendum- Attachment A**

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programming
3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
5. Help recruit students into the Program and provide the Program access to parents of participating students.
6. 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.
7. Provide daily student breakfast and lunch consistent with requirements of USDA.
8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
9. Assist in grant compliance, grant reporting and assess quality assurance

City of Sacramento, START shall:

1. Provide comprehensive Summer Matters programming to include academic and enrichment interventions from **8:00 AM-2:00 PM, Monday -Thursday** at designated program sites. **Program will run from June 22, 2015-July 30, 2015.** Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by START and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. Work collaboratively with the District to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
4. Provide an end of program report on status of all outcomes and objectives.
5. Maintain and provide to the District daily attendance and program activities records.
6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
8. Develop special activities or field trips for the sites individually and collectively. START 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.
9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
10. Work collaboratively with the other outside service providers contracted by the District to provide summer services at school sites.
11. Communicate progress of project/partnership development on a timely and consistent manner to the District
12. Communicate new partnership opportunities with the District.
13. Provide at least one full time program manager per program that is employed until end of contract on 7/30/15 and sufficient staffing to maintain a 20:1 student/staff ratio.
14. Utilize the YDSS Quality Assurance tool for monitoring and evaluation on a regular basis throughout the team
15. Provide in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District
16. Act as liaison with parents in supporting the family literacy and family engagement