Meeting Date: **10/13/2015**

Report Type: Consent

Report ID: 2015-00851

City of SACRAMENTO 13

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Agreement: After School Education and Safety Program for Proposition 49 with Sacramento City Unified School District at Sam Brannan Middle School (Adjourned from 10/06/2015)

Location: District 4

Recommendation: Pass a Resolution authorizing the City Manager, or designee, to execute an agreement with the Sacramento City Unified School District for the City to continue to operate the After-School Education and Safety Program on the Sam Brannan Middle School campus during fiscal year 2015/16 for an amount not to exceed $105,000.

Contact: Sylvia Fort, Recreation Manager, (916) 808-8381; Shannon Brown, Operations Manager, (916) 808-6076; Pamela Sloan, Interim Director, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Teen Services

Dept ID: 19001741

Attachments:

1-Description/Analysis

2-SCUSD Agreement

3-Resolution

City Attorney Review

Approved as to Form
Sheryl Patterson
9/30/2015 10:06:14 AM

Approvals/Acknowledgements

Department Director or Designee: Pamela Sloan - 9/28/2015 3:12:25 PM

Description/Analysis

Issue Detail: As a result of voter approval and implementation of Proposition 49, the State of California has approved grants for an After-School Education and Safety program (ASES) for the Sacramento City Unified School District (SCUSD). With the State ASES program funds, SCUSD has requested the Parks and Recreation Department to continue to operate the ASES program at Sam Brannan Middle School for the next fiscal year, at a reimbursement rate not to exceed $105,000. City Council authorization is required for the City Parks and Recreation Department to operate the program in a service provider capacity and because the total contract amount is over $100,000.

The start date for services is set as August 1, 2015 and extends through June 30, 2016. Council is requested to approve the agreement now as SCUSD did not finalize the contract and send it to the City until after the program start date.

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

Economic Impacts: None.

Environmental Considerations: This agreement to provide services is an administrative activity which is exempt from environmental review under Section 15378(b) (5) of the California Environmental Quality Act (CEQA) Guidelines.

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: None.

Rationale for Recommendation: The ASES program will provide after-school education for approximately 125 youth daily.

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 $105,000 for this program in this fiscal year. Most of the costs incurred by the City in the operation of the agreement will be reimbursed by the school district; an in-kind general fund match of $21,000 will be provided through the Teen Services general fund budget.

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

AGREEMENT FOR SERVICES

Between

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

And
CITY OF SACRAMENTO, TEEN SERVICES

The Sacramento City Unified School District ("District") and the CITY OF SACRAMENTO, TEEN SERVICES, PASSAGES PROGRAM ("PASSAGES") 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 PASSAGES to develop, maintain and sustain programs that offer support services to Sam Brannan Middle School during the critical after school hours to improve the quality of life for families, and improve academic performance and attendance for the students; and

WHEREAS, District and PASSAGES will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) at Sam Brannan Middle School during the 2015-16 school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, promote academic achievement, assist children 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. PASSAGES shall adhere to Attachment A Scope of Services; Attachment B After School Programs Expectations; and adhere to the SCUSD After School Program Manual (located on SCUSD After School Website);

ii. PASSAGES shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions

iii. PASSAGES 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 ASP 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 PASSAGES for

direct services not to exceed $105,000.00, to be made in installments upon receipt of properly submitted invoices.

Breakdown:

Program	**School Name**	**Contract Amount**	**Attendance Target (178 days)**
ASES	Sam Brannan	$105,000.00	112
Total		**$105,000.00**	

The final installment shall not be invoiced by PASSAGES or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, PASSAGES shall provide documentation of **$21,000.00 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, PASSAGES and each of PASSAGES'S 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, PASSAGES 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. PASSAGES 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 the PASSAGES to the District.

E. Fingerprinting Requirements. PASSAGES **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, PASSAGES 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. Indemnity. PASSAGES 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 PASSAGES and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. has no PASSAGES 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 PASSAGES 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 PASSAGES 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: _____ _____

Gerardo Castillo Date
Chief Business Officer
Sacramento City Unified School District

PASSAGES:

By: _____ _____

Authorized Signature Date

Print Name: _____

Title: _____

Sacramento City Unified School District and PASSAGES:
Attachment A

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize PASSAGES 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 PASSAGES 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 train program staff and volunteers on school procedures and educational/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/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/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 after school snack consistent with requirements of USDA.
11. Help coordinate custodial and storage needs of the Program.
12. Meet regularly with the District contact person, PASSAGES site liaison and site administrator to identify program needs, successes, and assistance as needed.
13. Provide and end of year Partnership Report addressing strengths and areas for improvement for further partnership.

PASSAGES 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 activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
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 outlined in the grant award. Student days of attendance will be monitored by PASSAGES and adjustments made **to ensure that the program maximizes all funding reimbursements not exceeding available funding.**
3. 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. 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. **PASSAGES shall maintain at least 85% of targeted attendance for the school site for the entire school year.**
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. 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. PASSAGES 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 designated Partnership meetings, Monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERs 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 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.
16. Utilize the YDSS Quality Assurance tool, or 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 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
19. Act as liaison with parents in supporting the family literacy and family engagement.
20. 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/or site administrator to identify program needs, successes, and assistance needed.

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 ASP website regularly

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 with administrators and teachers regularly. Maintain regular communication with site administrator or site designee.
- 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- After School programs 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 YDSS 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.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

APPROVING AGREEMENT FOR THE AFTER-SCHOOL EDUCATION AND SAFETY PROGRAM AT SAM BRANNAN MIDDLE SCHOOL

BACKGROUND

A. The Department of Parks and Recreation has operated After School Education and Safety (ASES) programs at middle schools since 1999. Funding for the ASES program comes from school districts that receive grants for the State of California's Department of Education.

B. As a result of the passage of Proposition 49, the State has approved additional grant funding for ASES programs. 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 in fiscal year 2016.

D. The general fund will contribute $21,000 towards costs incurred by the City in the operation of the ASES program and the City will be reimbursed for $105,000 by SCUSD.

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

Section 1. The agreement with SCUSD for the City to operate the After-School Education and Safety Program at Sam Brannon middle school during fiscal year 2015/16 and to receive reimbursement of up to $105,000 is hereby approved. The City Manager, or designee, is authorized to execute the Agreement.

Section 2. The City Manager or designee is authorized to establish a grant project and to adjust the necessary revenue and expenditure budgets for the reimbursement of up to $105,000 in fiscal year 2016.

Table of Contents:

Exhibit A – Agreement for Youth Development Support Services-Expanded Learning