

Amendment 1
Memorandum of Understanding

BETWEEN
KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD)
AND
CITY OF REEDLEY

**TO EXPAND THE AFTERSCHOOL PROGRAM AT WASHINGTON ELEMENTARY SCHOOL AND THOMAS LAW
REED**

I. TERM

The effective dates of the Agreement are from August 1, 2019 to June 30, 2020. The first day of service shall be on or after August 1, 2019. Programs will run no later than June 30, 2020.

II. SERVICES TO BE PERFORMED

Services will include academic tutoring and enrichment programs (which may include intramural activities, performing arts, cultural topics, arts & crafts, and community service). Services will be provided each day that the afterschool program meets.

City of Reedley will provide 13 Recreation Leaders who will distribute a healthy snack, provide academic tutoring, and offer enrichment activities (which may include performing arts, cultural topics, arts & crafts, structured recreation, applied science, and community service) in a safe environment, conducive for the student-participant's personal growth. The student to staff ratio at each site will not exceed 20 students to each staff.

City of Reedley will provide administration, recruitment, planning, coordination, professional development, field site supervision, and general implementation for the expansion at the Afterschool Program at Washington and Thomas Law Reed.

City of Reedley will provide professional development for each staff member including classroom management, lesson planning and implementation, and child development principles. Ongoing evaluation, training and coaching of site staff are also included.

City of Reedley will complete reporting procedures required by KCUSD administration (e.g., attendance tracking, site profiles).

III. DESCRIPTION OF PROJECT PLAN

The expansion will increase the student participation by 60 students at Washington to bring the average number of daily student participants in the Afterschool Program to approximately 160 students.

Thomas Law Reed will increase by 180 students to bring the average number of daily student participants in the Afterschool Program to 240 (with changes agreed to by both KCUSD and City of Reedley administration as deemed necessary). **(Amendment 1 provides for one additional employee**

at Washington which will increase the total number of students by approximately 20 students.) The students' participation in this project will increase their academic skills and their opportunities for personal growth. The goal of the project is to lower the students on the Afterschool Program waiting list and to enhance participating students in academic skills, leadership skills, self-concept, personal awareness, improved decision-making skills, and self-motivation.

IV. MANNER OF PERFORMANCE

City of Reedley shall perform all services required in a competent and professional manner. All City of Reedley employee will have fingerprint clearance through DOJ and FBI, and have a negative TB test result on file (within 4 years of contract date). Each City of Reedley employee shall complete the City of Reedley employment application and screening process prior to participation. The City of Reedley After-School Program Director or Designee shall review, evaluate, and determine the acceptance of the Program to be produced under the terms of this agreement, in conjunction with KCUSD personnel or Designee.

V. SUPPLIES AND EQUIPMENT

All materials and supplies utilized as part of these programs will be purchased by City of Reedley (as part of the total fees for services) or by ASES and or Save the Children funds where applicable.

VI. PLACE OF PERFORMANCE

City of Reedley shall render service(s) described above at the following location: Washington Elementary School and Thomas Law Reed.

VII. COMPENSATION

The maximum to be paid to City of Reedley by KCUSD for all services and materials, including employer costs, provided under the terms of this Agreement shall not exceed \$232,090.28. **(Amendment 1 will increase the amount of this MOU by \$9,000 to cover the additional employee, administrative support, materials and supplies for 20 additional students. This Agreement shall not exceed \$241,090.28)**

City of Reedley will invoice KCUSD in advance of services within 30 days of the execution of this agreement.

VIII. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, its officers, agents, employees and members of its governing board, from and against any and all third party claims, demands, losses, judgments, liabilities, causes of action and expenses, including attorney fees and costs, of any kind or nature they may sustain or incur or which may be imposed upon them for injury to or death of any person, or damage to property, or for any other act(s) arising out of or in any manner related to or connected with the indemnifying party's (including its officers, agents and employees) willful

misconduct or negligence in performing, or failing to perform, its duties or obligations under this Memorandum of Understanding.

IX. LIABILITY INSURANCE

Without limiting City of Reedley indemnification, City of Reedley shall secure and maintain during the term of the Agreement, a comprehensive general liability policy using an occurrence policy form with combined single limits of one million dollars, (\$1,000,000) with a three million (\$3,000,000) aggregate limit. KCUSD shall be named as an additional insured on the policies.

X. TERMINATION OF AGREEMENT

This Agreement terminates effective June 30, 2020. Any party may terminate this agreement at any time for any reason upon written 30 days' notice. In the event of early termination, City of Reedley shall be paid for satisfactory work performed to the date of termination.

XI. By entering into this MOU all parties recognize and agree:

- A. To work collaboratively as partners to ensure the success of the programs.
- B. That this agreement may be modified at any time by written consent.
- C. That certain information received in the course of business is confidential according to law and policy and agrees to respect requirements in this regard.
- D. That availability of funds may have a bearing on the ability to implement all or parts of this agreement.
- E. That City of Reedley and KCUSD shall comply with all applicable Federal, State, and local laws in the performance of these services.

WITNESS THEREOF, the parties hereto have executed this MOU as of the day and year first written below:

KCUSD:

City of Reedley:



John Campbell
Superintendent

Date

KCUSD
Board approved
2/25/20



Nicole Zieba
City Manager

Date

2/11/2020



REEDLEY CITY COUNCIL

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

ITEM NO: 3

DATE: February 25, 2020

TITLE: STAFF RECOMMENDS THAT THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS TO FUND THE WASHINGTON AFTER SCHOOL PROGRAM:

- A) RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AMENDMENT 1 FROM KCUSD TO THE MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD) ACCEPTING ADDITIONAL \$9,000.
- B) ADOPT RESOLUTION 2020-006 AMENDING THE 2019-20 ADOPTED BUDGET APPROPRIATING \$9,000 IN THE GENERAL FUND TO PROVIDE ONE ADDITIONAL EMPLOYEE AND SUPPLIES.

PREPARED: Jesus Rodriguez Carranza J.R.
Recreation Coordinator

SUBMITTED: Sarah Reid
Community Services Director DR by K.C.

APPROVED: Nicole R. Zieba
City Manager my

RECOMMENDATION

Staff recommends that the City Council take the following actions to fund the Washington After School Program: 1) Ratify City Manager's authorization to execute Amendment 1 to the Memorandum of Understanding with Kings Canyon Unified School District (KCUSD) to accept an additional \$9,000. 2) Adopt Resolution 2020-006 amending the 2019-20 Adopted Budget appropriating \$9,000 in the General Fund to provide one additional employee and supplies.

EXECUTIVE SUMMARY

The City of Reedley provides services for the After School Program at Washington School. Since the beginning of the school year a waiting list has been created. KCUSD will provide an additional \$9,000 for supplies and to hire one additional employee for the remainder of the school year. This will allow 20 more students into the program. The site will still have a waiting list with a few students, however at this time there is not enough to create another class.

BACKGROUND

Over the past few years KCUSD had elected to provide additional funding for the After School Programs to support not having a long waiting list. The extra funding has allowed for additional staff and supplies to provide a safe place for students after school.

FISCAL IMPACT

The attached budget amendment requests \$9,000 in appropriations in the General Fund to provide the addition of one new employee and supply funds for the remainder of the 2019-20 school year. The contract revenue will fully cover direct program costs and includes administrative fees.

ATTACHMENTS

1. Budget Amendment Resolution No. 2020-006
2. Amendment 1 to the Memorandum of Understanding between Kings Canyon Unified School District (KCUSD) and City of Reedley