

Memorandum of Understanding

BETWEEN

KINGS CANYON UNIFIED SCHOOL DISTRICT (KCUSD)

AND

CITY OF REEDLEY

TO OFFER AFTERSCHOOL SUMMER PROGRAMS AT WASHINGTON AND T L REED SCHOOLS

I. TERM

The effective dates of the Agreement are from May 1, 2017 to August 1, 2017. The first day of service shall be on or after May 1, 2017. Programs will run no later than August 1, 2017.

II. SERVICES TO BE PERFORMED

Services will include recreation 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 summer program meets.

City of Reedley will provide 6 Recreation Leaders and 1 Literacy Coordinator at Washington. 11 Recreation Leaders, 1 Assistant Site Coordinator and 1 Site Coordinator at T L Reed. These employees will oversee the breakfast and lunch distribution, provide supervision, offer enrichment and recreational 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 Afterschool Summer Program at Washington and T L Reed Schools.

City of Reedley will provide professional development for each staff member including but not limited to classroom management, lesson planning, 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 average number of daily students will be approximately 100-150 per site (with changes agreed to by both KCUSD and City of Reedley administration as deemed necessary). The students' participation in this project will increase their academic skills and their opportunities for personal growth. The goal of the projects is that participating students will demonstrate enhanced 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).

VI. PLACE OF PERFORMANCE

City of Reedley shall render service(s) described above at the following location: Washington and T L Reed Schools.

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 \$90,710.21.

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, hold harmless and, if requested, defend the other party, its officers, agents, employees and members of its governing board, from and against any and all 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 and/or negligence in performing and/or failing to perform its duties and/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 August 1, 2017. 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.

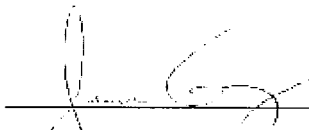
XI. By entering into this MOU all parties recognize and agree:

- 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:

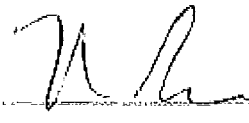
City of Reedley:



Juan Garza
Superintendent

4/18/17

Date



Nicole Zieba
City Manager

4/18/17

Date



REEDLEY CITY COUNCIL

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

ITEM NO: _____

DATE: April 25, 2017

TITLE: STAFF RECOMMENDS THAT THE CITY COUNCIL TAKE THE FOLLOWING ACTIONS TO FUND SUMMER AFTER SCHOOL PROGRAMS:

- A) APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH KINGS CANYON UNIFIED SCHOOL DISTRICT TO PROVIDE 2017 SUMMER PROGRAMS AT WASHINGTON AND TL REED SCHOOL SITES FOR A COMBINED AMOUNT NOT TO EXCEED \$90,711.
- B) ADOPT RESOLUTION 2017-029 AMENDING THE 2016-17 ADOPTED BUDGET APPROPRIATING \$21,177 IN THE GENERAL FUND TO PROVIDE SUMMER 2017 PROGRAMS AT WASHINGTON AND TL REED SCHOOL SITES THROUGH JUNE 30, 2017

BY: Sarah Reid
Community Services Superintendent

SUBMITTED: Joel A. Glick
Community Services Director

APPROVED: Nicole R. Zieba
City Manager

RECOMMENDATION

Staff recommends that the City Council take the following actions to fund Summer After School Programs: 1) Approve and authorize the City Manager to sign a Memorandum of Understanding with the Kings Canyon Unified School District (KCUSD) to provide 2017 summer programs at Washington and TL Reed School Sites for a combined amount not to exceed \$90,711 and 2) Adopt Resolution No. 2017-029 amending the 2016-17 Adopted Budget to include the necessary appropriations and offsetting revenue to offer this program through June 30, 2017.

EXECUTIVE SUMMARY

The City of Reedley provides services for the after school programs at TL Reed and Washington School sites. Summer programs have been offered at Washington for the past five years and at TL Reed for the past three years. Similar to previous years, staff at KCUSD approached the City about continuing summer programs at TL Reed and Washington Schools. This opportunity allows the after school part

time staff to stay employed throughout the summer. Services that the City provides include hiring, training and supervision of personnel, payroll, budget management, reimbursement billing, coordination with the school principals, and providing a cell phone at each school site.

FISCAL IMPACT

The attached budget amendment requests \$21,177 in appropriations in the General Fund to provide 2017 summer program services through June 30th. The contract revenue will fully cover direct program costs and includes administrative fees for 14 days of programming at TL Reed and 10 days of programming at Washington during the 2016-17 fiscal year.

The remaining value of the contract, approximately \$52,227, will be provided in the next fiscal year, and included in the City's Proposed 2017-18 Budget.

ATTACHMENTS

Budget Amendment Resolution No. 2017-029

**BUDGET AMENDMENT
RESOLUTION 2017-029**

The City Council of the City of Reedley does hereby amend the 2016-17 Budget as follows:

Section I - Additions:

FUND-DEPARTMENT.OBJECT	AMOUNT
001-4662.1020	\$ 8,734
001-4662.1041	668
001-4662.1071	184
001-4664.1020	6,005
001-4664.1041	459
001-4664.1071	127
001-4664.2020	5,000
Total Appropriations	\$ 21,177

Purpose: To fund summer programs at both Washington and TL Reed School sites.

Section II – Source of Funding:

FUND BALANCE	AMOUNT
001-3855 KCUSD Summer Program TL Reed	\$ 9,586
001-3856 KCUSD Summer Program Washington	11,591
Total Revenue	\$ 21,177

Impact: Cost for summer program services rendered prior to June 30th. The additional amounts appropriated will provide 14 days of programming at TL Reed and 10 days of programming at Washington during the 2016-17 fiscal year. The remaining value of the contract, approximately \$52,227, will be provided in the next fiscal year, and included in the City's Proposed 2017-18 Budget.

Reviewed:

Recommended:

Director of Finance & Administrative Services

City Manager

The foregoing resolution was approved by the City Council of the City of Reedley on April 25, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

Anita Betancourt, Mayor

Sylvia Plata, City Clerk