

## **RESOLUTION NO. 21-05**

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager to Enter Into A Memorandum Of Understanding With The Emery Unified School District To Provide After School Education And Safety Programs Funded Through The California State Department Of Education, Proposition 49, For The Academic School Year 2020/2021 In The Estimated Amount Of Seventy Five Thousand Dollars (\$75,000), And For Academic School Year 2021/2022 In The Estimated Amount Of Seventy Five Thousand Dollars (\$75,000)**

**WHEREAS**, the Afterschool Education and Safety program (ASES) is designed to provide an opportunity to merge school reform strategies with community resources in an effort to improve assistance to students and broaden the support for education in a safe, constructive environment; and

**WHEREAS**, the ASES programs are required to be created through partnerships between schools and local community resources in order to provide literacy, academic enrichment and safe, constructive alternatives for students in kindergarten through grade eight; and

**WHEREAS**, the City and EUSD have entered into an agreement with the City to provide ASES program funding since the 2006/2007 school year when the District first received these funds from the State of California through the Proposition 49 Grant Program; and

**WHEREAS**, the Emery Unified School District (EUSD) will be providing at least \$75,000 to the City of Emeryville (City) for each of the 2020/2021 and for 2021/2022 school years that allows the Community Services Department to operate a robust yet affordable ASES after-school program; now, therefore, be it

**RESOLVED**, that the City Council of the City of Emeryville hereby authorizes the City Manager to enter into a Memorandum of Understanding, in the form attached hereto as Exhibit A, with the Emeryville Unified School District to provide ASES after school program funding for the academic school year 2020/2021 in the estimated amount of seventy-five thousand dollars (\$75,000) and for academic school year 2021/2022 in the estimated amount of seventy-five dollars (\$75,000).

Resolution No. 21-05  
2020-2021 2021-2022 EUSD/CITY ASES Grant MOU  
City Council Meeting | January 19, 2021  
Page 2 of 2

**ADOPTED**, by the City Council of the City of Emeryville at a regular meeting held Tuesday, January 19, 2021, by the following vote:

AYES:	<u>5</u>	Mayor Martinez, Vice Mayor Donahue, and Council Members Bauters, Medina, and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:

*Dianne Martinez*

BBAF287D25AB463...

MAYOR

ATTEST:

DocuSigned by:

*Sheri Hartz*

FB7B5D8EAB6A4BE...

CITY CLERK

APPROVED AS TO FORM:

*Michael Quinn*

CITY ATTORNEY

## **Attachment A**

### **MEMORANDUM OF UNDERSTANDING BETWEEN**

The City of Emeryville  
And the  
Emery Unified School District

#### **Preamble**

The City of Emeryville ("City") and the Emery Unified School District ("District") enter into this Memorandum of Understanding (MOU) for the purpose of continuing the After School Education and Safety Program (ASES) serving the students from Anna Yates Elementary School.

The goals of the ASES Program are directly aligned with the Youth Master Plan and the Center of Community Life project. These include:

- Assisting children in developing the basics academics skills necessary to success in school and life;
- Engaging children in diverse enrichment activities to encourage the development of well-rounded individuals and a strong community;
- Providing children and their families with literacy skills necessary to build successful futures.

The City is committed to realizing the goals of the ASES Program. In furtherance of this effort, this MOU establishes the framework for a continued formal working relationship between the parties to this agreement and specifies the services and resources that each commits to the program.

The District, acting as lead agent, will work with all partners to coordinate and ensure the overall success of the after school program activities. This will include recruiting student participation through direct Student Success Team referrals, implementing systems and procedures to comply with state grant requirements, and, in general, working to establish quality after school activities that are integrally linked to the school's regular day program and the academic and social goals of the Emery Unified School District and the City of Emeryville Youth Master Plan.

#### **Roles and Responsibilities**

The City through its Community Services Department is committed to the successful functioning of the ASES Program and to the realization of the outcomes it seeks. The City will:

1. Actively participate in the ASES Program activities and will have representation at planning team and site meetings.
2. Provide after school programming during the 180-day school year for an average daily attendance of 100 students from the Anna Yates Elementary School with priority

## Attachment A

- placement given to students receiving a referral from the Student Success Team as space allows, but there is no guarantee of admittance.
3. Allow participation of any student referred by the Anna Yates Student Success Team, as space allows, regardless of their ability to pay a fee by use of student scholarship and /or a sliding scale fee structure to be determined by the City.
  4. Supervise all program staff and consultation positions, guaranteeing close coordination with the Anna Yates Elementary School staff and activities.
  5. Ensure that all staff positions directly supervising students will meet the minimum qualifications for an instructional aide, pursuant to the policies of the Emery Unified School District. Additionally, all staff and volunteer will fulfill health screening and fingerprinting clearance requirements in accordance with current law and District policy.
  6. Maintain a student-to-staff member ratio of no more than 20:1.
  7. Provide a safe physical and emotional environment and opportunities for relationship building and to promote active student engagement at the Emeryville Center of Community Life, 4727 San Pablo Avenue, Emeryville, Ca.
  8. Operate the ASES Program immediately upon the end of the regular school day and operate for a minimum of 15 hours per week and until at least 6:00pm, on every regular school day.
  9. Provide nutrition program that conforms to nutrition standards as established by the U.S. Department of Agriculture through the District's Food Program.
  10. Participate in program documentation and evaluation processes as required by the California Department of Education and the ASES Program by maintaining records of attendance, testing, activities and services and engaging in data collection as required.
  11. Include an educational and literacy program element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics.
  12. Provide an enrichment program element that may include, but is not limited to, fine arts, recreation, physical fitness, and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health promotion, general recreation, career awareness and work preparation activities, community services-learning, and other youth development activities based on students' need and interests.
  13. Provide information regarding the ASES Program in English and Spanish in a form that is easily understanding to all parents/guardians.
  14. Comply with all federal statutes relating to nondiscrimination (a) Title VI of the civil Rights Act of 1996 (42 USC sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972 (20 USC sections 1681-1683) prohibiting discrimination on the basis of handicap; and the Age Discrimination Act (42 USC Section 6101, et seq.) prohibiting discrimination on the basis of age.
  15. City shall apply its After School Child Care standards and policies described in the Emeryville Parent Handbook regarding conduct and behavior to ensure that a safe, secure, and enriching environment is maintained for all students.
  16. City may contract with District for provision of staff for the ASES Program.

The District is committed to the successful functioning of the ASES Program and to the realization of the outcomes it seeks. The District will:

## Attachment A

1. Assume lead and fiscal agency responsibilities for the ASES Program including ensuring compliance with funding requirements, contract implementation and development, and placement of a District After School Program Director,
2. Provide at least \$75,000 in the 2020-2021 academic school year through the term of this agreement to the City of Emeryville Community Services Department to operate the ASES Program in one installment, payable no later than May 30, 2021.
3. Provide at least \$75,000 in the 2021-2022 academic school year through the term of this agreement to the City of Emeryville Community Services Department to operate the ASES Program in one installment, payable no later than May 30, 2022.
4. Work with participating school and partners to link the ASES Program services to appropriate community, school, and district activities
5. Work with the City to provide semiannual reports/presentations on the progress of the ASES Program to the District's School Board, City's City Council and the City/School Committee and other groups as needed.
6. Provide an Academic Liaison to work with the City upon request.
7. Provide reasonable notice of no less than 24 hours to the City of all site meetings, general meeting, parent meeting, staff training/development, event and other related activities requiring City reorientation.
8. Grant access and participation in the Districts Food Program to provide a daily nutrition program that conforms to nutrition standards as established by the U.S. Department of Agriculture.
9. Guarantee access to classroom and multipurpose rooms of the E.C.C.L Campus upon reasonable advance request of no less than five days for the purpose of providing enrichment activities for the ASES Program.
10. Provide custodial services and custodial supplies needed as a result of use of the Districts facilities for the purposes of providing enrichment activities for the ASES Program.
11. Provide notifications of operational changes to the regular school day for all classes at Anna Yates Elementary School, including field trips, to the City minimum of five day prior to the change.
12. Submit all necessary reports to the California Department of Education.
13. Work closely with the City in the development of a sustainability plan to ensure the ongoing viability and development of after school programs.
14. District may provide staff for the ASES Program to the City subject to separate agreement of the parties.

## Terms of Agreement

Term. The term of this MOU will be from August 20, 2020 through June 26, 2022 subject to annual evaluation, and may be extended by continuation of the State grant and by written agreement of both parties.

Notice of Termination. Either party may, upon 30 day written notice to the other party, terminate this agreement. The City shall be paid for services satisfactorily provided through the date of termination.

## **Attachment A**

### **For City**

City of Emeryville  
Christine Daniel, City Manager  
1333 Park Avenue  
Emeryville, CA 94608  
(510) 596-4000

### **For District**

Emery Unified School District  
Quiauna Scott, EUSD Superintendent  
4727 San Pablo Avenue  
Emeryville, CA 94608  
(510) 601-4000

Indemnification. The following section shall survive termination of the MOU:

Indemnification by the City. The City hereby agrees to defend, indemnify and hold harmless the District, its boards, officers, employees, agents and volunteers (collectively "District") from and against all claims, damages, losses, expenses, demands, liability, lawsuits and judgments including but not limited to litigation costs and attorneys' fees, arising directly or indirectly from the City's activities provided for under the terms of this MOU to the extent and in proportion to the degree such claims arise from the negligent or willful acts or omissions of the City. City shall not indemnify the District for claims that arise from the negligent or willful acts or omissions of the District. District shall promptly notify City of any claims and cooperate with City in connection with the defense of such claim.

Indemnification by the District. The District hereby agree to defend, indemnify and hold harmless the City, its City Council, officers, employees, agents and volunteers (collectively the "City") from and against all claims, damages, losses, expense, demands, liability, lawsuits and judgments including but not limited to litigation costs and attorney' fees, arising directly or indirectly from the District's activities provided for under the terms of this MOU to the extent and in proportion to the degree such claims arise from the negligent or willful acts or omissions of the District. District shall not indemnify the City for claims that arose from the negligent or willful acts or omissions of the City. The City shall promptly notify District of any claims and cooperate with District in connection with defense of such claim.

Entire Agreement. This MOU represents the entire agreement between the parties and supersedes any and all other agreements either oral or in writing with respect to the subject matter of this MOU. This MOU may be modified or amended only in writing signed by representative of both parties appropriate authorization.



**Attachment A**

Approved as to form:

  
Michael Guina, City Attorney

**CITY OF EMERYVILLE**

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Christine Daniel, City Manager

**EMERY UNIFIED SCHOOL DISTRICT**

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Dr. Quiauna Scott, EUSD Superintendent