

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
PARKS AND RECREATION DEPARTMENT**

TO: Mayor and City Council

FROM: Malcolm Matthews, Director, Parks and Recreation Department

THROUGH: Terry M. Brechtel, City Manager

COPIES: Christopher J. Brady; Finance; Management and Budget; Legal; File

SUBJECT: Ordinance Authorizing Negotiation and Execution of Agreements with Local School Districts for the Parks and Recreation Department After School Challenge Program in the 2003-2004 and 2004-2005 School Years

DATE: December 4, 2003

SUMMARY AND RECOMMENDATIONS

The ordinance will authorize negotiation and execution of agreements with local school districts for their participation with the Parks and Recreation Department After School Challenge Program during the 2003-2004 and 2004-2005 school years.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The After School Challenge Program (ASCP) provides a secure and accessible location for students to go after school where they can participate in educational and recreation opportunities. Over 25,900 San Antonio school children registered in the ASCP in 2002-2003.

Several local school districts allow the Parks and Recreation Department to operate programs at their schools. The schools provide sites, open the program to their students and contribute to hiring the staff required for each site. Participating school districts include San Antonio ISD, East Central ISD, Edgewood ISD, Northside ISD, North East ISD, South San ISD, Harlandale ISD and Southwest ISD. The agreement has been revised to include specific staffing requirements, determined by the number of participants, by both the City and school district to maintain a ratio of one staff person for every 25 participants. The agreement also specifies that the \$5.00 registration fee per participant approved by City Council last year will be collected.

It has been time-consuming to obtain approvals from the school districts on the new agreement and several have requested that we move forward to approve an agreement for next school year. Therefore the ordinance will authorize the Director of Parks and Recreation, with prior review from the City Attorney's Office, to negotiate and execute agreements for the 2003-2004 and 2004-2005 school years.

POLICY ANALYSIS

This action follows the City policy of contracting with community organizations to provide health, recreation, cultural and social services in our community.

FISCAL IMPACT


The City's ASCP has funding of \$3,675,905.00 in the FY 03/04 City General Fund Budget. The balance of the General Fund allocation for the ASCP is utilized to provide staff and services at the 150+ school sites. As has been done in the past, the SAISD has requested that their required contribution for staff cost be paid directly to the City for the City to pay all employees. In 2003-2004, the SAISD will contribute \$435,000.00 toward the salary cost of their employees who help staff the program. The agreement states that if funding from any district or the City is unavailable, the contract is terminated.

COORDINATION

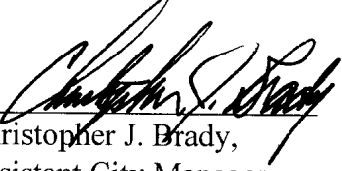
This action has been coordinated with the City Attorney's Office, External Relations and Asset Management.

SUPPLEMENTARY COMMENTS

The completion of a Discretionary Contracts Disclosure Statement is not required.



Malcolm Matthews,
Director of Parks and Recreation



Christopher J. Brady,
Assistant City Manager

Approved:



Terry M. Brechtel
City Manager

AFTER SCHOOL CHALLENGE PROGRAM LIST OF SITES 03/04

East Central (4)

Pecan Valley
Sinclair
Salado Intermediate
Highland Forest Elem

Northeast (11)

Colonial Hills
Larkspur
Walzem
Ridgeview
West Avenue
Garner M S
Jackson M S
Krueger M S
Nimitz Academy
White M S
Wood M S

North Side (9)

Cable
Hull, Mary
Linton
Meadow Village
Passmore
Valley Hl
Villarreal
Anson Jones M S
Sam Rayburn M S

South San (11)

Athens
Armstrong
Carrillo
Five Palms
Hutchins
Kindred
Benavides
Palo Alto
Price
Royalgate
Kazen Middle

Edgewood (11)

Burleson
Cenizo Park
Coronado-Escobar
•Gardendale
Gonzalez, H. B.
•Hoelscher
•Johnson, L.B.
Loma Park
Perales
Williams, H. K.
Brentwood Middle
Garcia, Gus Jr.
Truman Middle
Wrann Junior

Southwest (6)

Hidden Cove
Hope, Bob
Indian Creek
Sky Harbour
Sun Valley
McAuliffe Middle

Harlandale (16)

Adams
Bell, Carroll
Collier
Columbia Heights
Flanders
Gilbert
Gillette
Morrill
Rayburn
Sheh
Vestal
Wright
Harlandale M S
Kingsborough M S
Leal M S
Terrell Wells M S

San Antonio (74)

Arnold
Austin
Ball
Barkley/Ruiz
•Baskin
Beacon Hill
Bonham
Bowden
Bowie
Brackenridge, J. T.
Brawer
Briscoe
Cameron
•Carroll
Carvajal
Collins Garden
Cotton
Crockett
De Zavala
Douglass
Fenwick
Forbes
•Foster
•Franklin
Gates
•Graebner
Green
•Hawthorne
Herff
Highland Hills
Highland Park
Hillcrest
Hirsch
Huppertz
Japhet
Kelly
King, Sarah
Knox
Lamar
Madison
Margli
Meverick
Miller
Neal
Nelson
Ogden
Pershing
Pfeiffer
Riverside Park
Rodriguez
Rogers, Will
Schenck
Smith
Steele
Stewart
Storm
Travis
Tynan
Washington
White, W. W.
Wilson
Woodlawn
Woodlawn Hills
Connell Middle
Cooper Middle
Davis Middle
Harris Middle
Irving Middle
King Middle
Longfellow M S
Lowell Middle
Mann Middle
Page Middle
Poe Middle
Rhodes Middle
Rogers Middle
Tafolla Middle
Twain Middle
Wheatley Middle
Whittier Middle

asop sites

142

-Collaborative Sites

9

Total Sites

151

11/19/03

STATE OF TEXAS
COUNTY OF BEXAR

§
§
§

**AFTER SCHOOL CHALLENGE
PROGRAM
INTERLOCAL AGREEMENT**

This agreement ("Agreement") is entered into by and between the CITY OF SAN ANTONIO, a Texas Municipal Corporation, (hereinafter called "City"), acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, 2003 and the EAST CENTRAL SCHOOL DISTRICT, a political subdivision of the State of Texas, acting by and through its Board of Trustees, hereto duly authorized, (hereinafter called "District").

WHEREAS, both parties to this Agreement are political subdivisions of the State of Texas, and desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, the District owns various educational facilities which are available for use for approved activities during after school hours ("After School Challenge Program"); and

WHEREAS, the City wishes to provide recreational and educational opportunities for children of the community; and

WHEREAS, the parties to this Agreement have historically enjoined a mutually satisfactory and cooperative relationship that has benefited the citizens of the City of San Antonio and the students and employees of the District; and

WHEREAS, the City and the District have to come an agreement regarding mutually advantageous terms for making use of District's facilities for the After School Challenge Program, and both desire that such agreement be memorialized herein; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Term

This agreement will commence at the time of its execution and continue through the end of the 2004-2005 school year.

Components of the Program

City and District will join together to operate a program for after school recreation and enrichment for students enrolled in District's schools. The site must attain an average daily attendance greater than 25 participants within the first month of operation and maintain an average daily attendance greater than 25 participants throughout the remainder of the school year. If the program does not exceed the minimum attendance requirement, the district will need to continue operations without any funding from the City.

The After School Challenge program will provide the following:

1. homework and tutorial assistance;
2. a safe and conducive place for children to socialize and interact; and
3. teach the skills of lifetime recreational activities for leisure time enjoyment.

Participants will be charged a non-refundable \$5.00 annual per child supply fee payable to the City of San Antonio when registered in the program.

Program Site, Supplies, and Maintenance

District will provide a program site facility, adequate in size for all of the program participants and activities for each of the program locations. The school district must also provide space for the storage of the program equipment. The facility provided may vary depending on availability at each site and may include the cafeteria, a portable building, gymnasium, classrooms, computer labs, the library or any other suitable location. The City as deemed necessary will provide supplies for the program. The District will provide the utilities and custodial services.

Program Participation

Participation in the After School Challenge Program will be open to all of District's students attending the campus where the program is offered. Participation will only be limited in the case that appropriate staffing cannot be provided.

Days and Hours of Service

The After School Challenge Program will start operation on the day after Labor Day and will operate for a maximum of 153 days for three hours each day immediately following each regular and early release school day. The After School Challenge Program will provide program activities on early release days (not to exceed 6 hours). Operation on early release days will count toward the 153 days.

Program Operation

The program will be operated in accordance with the Self-Monitoring Standards adopted by City Council Ordinance. The Self-Monitoring Standards comply with State of Texas Department of Protective and Regulatory Services requirements for operation of municipal programs.

Program Staff – Funding and Control

Each Program site will have one staff person for every 25 participants in attendance (measured by average daily attendance) in order to ensure the safety and well being of all program participants. A minimum of two staff persons will be on duty at all times, with at least one professional educator as part of the staff. Funding for the staff positions is outlined in the table below:

# of participants (according to average daily attendance)	Staff Required	Staff Funded by
< 50	2	1 funded by District 1 funded by City
# of participants (according to average daily attendance)	Additional Staff Required	Staff Funded by
51-75	1	City
76-100	1	City
101-125	1	District
126-150	1	City
151-175	1	City
176-200	1	City
201-225	1	District
226-250	1	City
251-275	1	City
276-300	1	City
301-325	1	District
326-350	1	City
351-375	1	City

City, through its Site Facilitator for each program site, will monitor daily attendance and recommend changes to staffing in accordance with the required ratio on a daily basis. In the event the average daily attendance increases, there will be additional staff persons added so that the ratio of program participants to staff persons does not exceed 25 to 1. Likewise, should average daily attendance decrease, staff will be reduced according to participation numbers and maintaining a 25:1 ratio. Any staff reduction will follow the reverse order of the table above. (i. e. if a City funded staff member was the last individual added, the City funded person will be the first person to leave; if a District funded staff member was the last individual added, the District funded person will be the first person to leave.)

The District is responsible for providing staff to assist participants with special needs. Staff members provided to assist special needs participants shall be in addition to the staff required to maintain the 25:1 ratio.

The City will recruit program staff from the District staff and will request a recommendation from the school Principal for staff members at each site. In the event that staffing requirements exceed the number of District employees willing to participate in the Program, District parents or District community members, college students and/or non-District enrichment specialists will be selected.

Prior to employment with the After School Challenge Program, the City will verify that a criminal history record check on the applicant has been completed and shall not employ any person who has been convicted of a felony or a misdemeanor involving moral turpitude. In addition, the City will require a pre-employment drug screening on applicants and the City shall not employ any applicants who fail the drug screening for any reason. The City will have final approval for all applicants to be hired as City employees.

The District, through each school principal, will identify District funded employees to the City and will provide a work schedule for each District funded staff member. The City, through each Area Supervisor, will identify City funded employees to the District and will provide a work schedule for each City funded staff member. Each party is also responsible for notifying the other party of any significant changes that need to be made to these schedules.

It is required that all employees, whether employed by the City or District, complete First Aid and CPR training prior to starting work in the After School Challenge Program. In addition, all employees will receive training in sexual harassment awareness and reporting child abuse.

All employees, whether employed by the City or District, will be part of the 1:25 ratio of staff to participants and must be free of non-program related duties during After School Challenge Program hours of operation. All employees, whether employed by the City or District, will be under the direct supervision of the City's Parks and Recreation After School Challenge Program Staff (Area Supervisors) during the After School Challenge Program hours of operation.

City staff positions, classified as Enrichment Specialists, will be paid as follows:

- | | |
|--|------------------|
| 1. Professionals | \$11.50 per hour |
| 2. Para-Professionals | \$10.00 per hour |
| 3. Non-district, parents, college students | \$9.00 per hour |

All funds for this program will come from appropriated funds of City and District. In the event such funds are not appropriated in part or in whole by either District or City this agreement will terminate and be of no further force or effect.

Snack Component

The District will be responsible for providing the City with information concerning the number of children who qualify for free and reduced meals at each campus. The District will be responsible for providing snack in cooperation with the United States Drug Administration (USDA) free snack program for all schools that qualify for the program. The District must notify the City in writing of any Schools that do not qualify for the USDA program, and the City will fund comparable snacks for those sites in accordance with USDA nutritional guidelines. The After School Challenge Program Staff will be responsible for serving the snack in accordance with USDA guidelines.

Program Evaluation and Record Keeping Requirements

District and City are both committed to monitoring and continually evaluating and improving the Program to be offered to the participants. District agrees to assist in conducting surveys of parents, participants and staff as a means of identifying possible improvements in the program.

District and City agree to maintain full and accurate records regarding the number of participants attending each site, the activities planned and provided to the participants, the number of hours worked by the staff, the staff involved, and all other pertinent information regarding the program, which might benefit the City in its role in operating this program with the District. City will have access to such records at such time as is mutually convenient for both parties.

Sub-contracting and Assignment

Any other clause of this contract to the contrary notwithstanding, none of the work or services covered by this contract shall be assigned without the prior written approval of City and District.

Any other clause of this contract to the contrary notwithstanding, none of the work or services covered by this contract shall be sub-contracted without the prior written approval of City and District. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this contract.

Relationship of Parties

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

Indemnity

City and the District acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Amendment

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties hereto.

Notices

Any notice hereunder may be given by U.S. certified or registered mail to the City by addressing: City Clerk, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966, and to District at: Superintendent of Schools, 6634 New Sulphur Springs Rd., San Antonio, Texas, 78263. Such addresses may be changed from time to time by written notice of such change given in accordance with this section.

APPROVAL OF THE CITY

Whenever this Agreement calls for approval by CITY, unless otherwise explained herein, such approval shall be evidenced by the written approval of the Director of Parks and Recreation of the CITY OF SAN ANTONIO or his designee unless City Council approval is required.

ENTIRE AGREEMENT

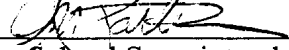
This Agreement, together with the authorizing ordinance or ordinances, in writing, constitute the entire agreement, with any other written or parol agreement with District being expressly waived by District. It is understood that the Charter of the CITY requires that all contracts with the CITY be in writing and adopted by ordinance.

EXECUTED this _____ day of _____, 2003, the **EFFECTIVE DATE.**

CITY OF SAN ANTONIO,
a Texas Municipal Corporation

EAST CENTRAL
SCHOOL DISTRICT

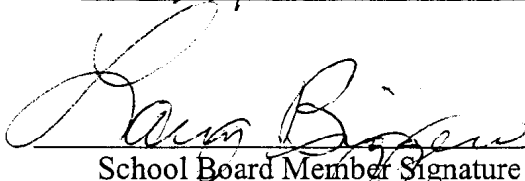
By: _____
Malcolm Matthews
Director of Parks and Recreation

By:  _____
School Superintendent

Date: 6/10/03

ATTEST:

By: _____
City Clerk

 _____
School Board Member Signature

Approved as to Form:

City Attorney

Attachment II

PARKS AND RECREATION DEPARTMENT
Recreation Services Division
After School Challenge Program *
SAISD Personnel Complement

BUDGET

INDEX #		OBJ CODE	AMOUNT
	REVENUES		
28332	SAISD Reimbursement		\$435,000
		TOTAL:	\$435,000
	EXPENDITURES (Fund 26-_____)		
Existing	Regular Salaries	01-010	18,200
Existing	Social Security	01-030	1,392
Existing	TMRS	01-040	2,166
Existing	Health Insurance	01-050	4,356
Existing	Life Insurance	01-051	41
Existing	Worker's Comp	01-060	761
	Total Fund 26:		\$26,917
	EXPENDITURES (Fund 11--26-14-02)		
628313	Temp. Services (Salaries and Social Sec.)	02-161	408,083 **
	Total Fund 11:		\$408,083
		SAISD Total:	\$435,000

PERSONNEL COMPLEMENT

CLASS NO.	TITLE	# OF POSITIONS	
PERSONNEL (Fund 26-_____)			
	<u>Full - Time Employees</u>		
0010	Office Assistant	1	Existing
PERSONNEL (Fund 11--26-14-02)			
	<u>Temporary Employees</u>		
9003	Community Center Leader	75	Existing

SAISD Personnel Total: 76

* This report reflects expenses and funding associated with the SAISD portion of the ASCP and is not a comprehensive report of all expenses or funding of the ASCP program.

** Included in the FY04 projected budget.