

# San Joaquin County Civil Grand Jury



## **Manteca Unified School District** ***Meeting the After-school Needs of Weston Ranch High School Students*** **2016-2017 Case No. 0516**

### **Summary**

There is a great need for youth services in the Weston Ranch area. In this isolated community, high school students have few opportunities to participate in organized activities outside of school.

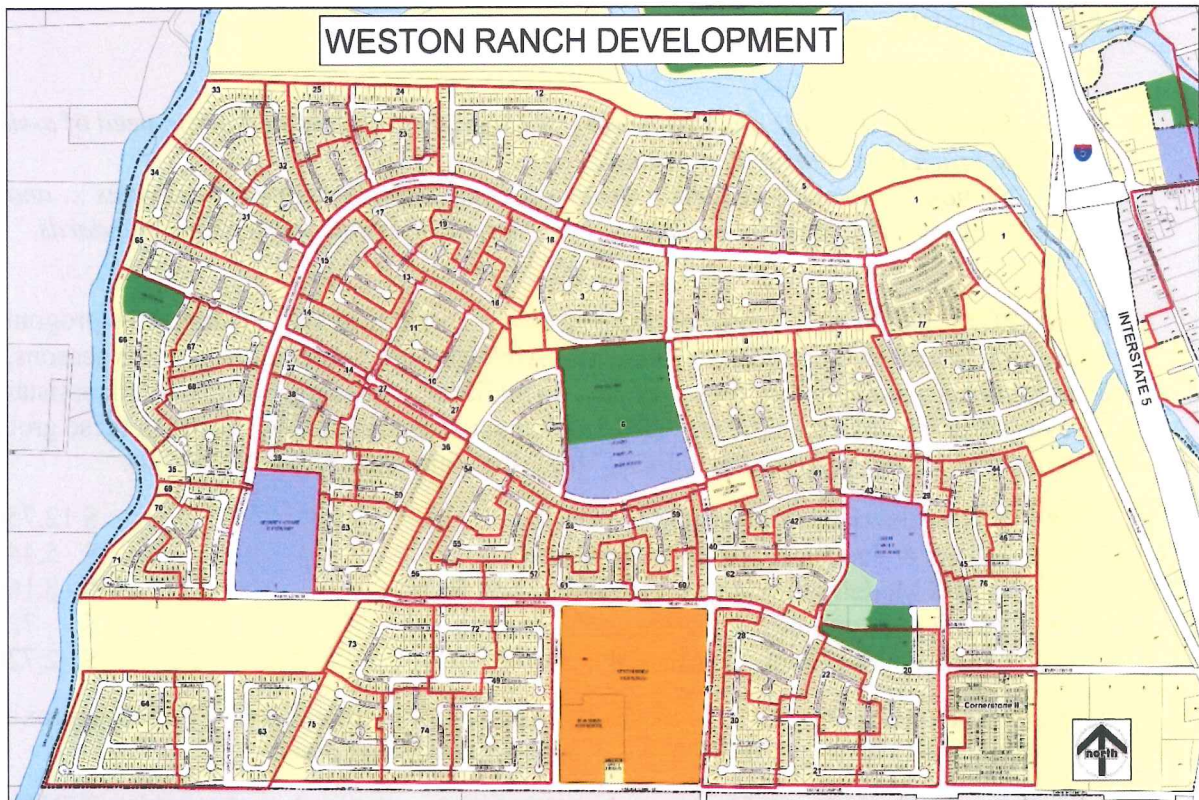
The Weston Ranch High School (WRHS) after-school program was terminated April 2017, leaving students with even fewer options. A movement has begun to solve this problem. The Grand Jury recommends that Manteca Unified School District (MUSD) and its community partners continue efforts to expedite the development of an after-school program in Weston Ranch.

## **Glossary**

<b>ASSETS</b>	The 21st Century High School After School Safety and Enrichment for Teens is “ a state-administered, federally funded program providing five-year grant funding to establish or expand before-and after-school programs that provide disadvantaged kindergarten through twelfth-grade students ...with academic enrichment opportunities and supportive services to help the students meet state and local standards in core content areas.”
<b>GECAC</b>	Give Every Child a Chance, founded in 1998, is a non-profit organization serving children in the San Joaquin Valley. Tutoring and after-school programs make up the majority of these services in at least 41 locations.
<b>LCFF</b>	Local Control Funding Formula replaced the previous kindergarten through grade 12 (K–12) finance systems which had been in existence for 40 years. This gives California school districts some flexibility with expenditures.
<b>MUSD</b>	Formed in 1966, Manteca Unified School District serves more than 23,000 K-12 students in Manteca, Lathrop and the Weston Ranch area of Stockton.
<b>MOU</b>	A Memorandum of Understanding is a formal agreement between two parties.
<b>SKC</b>	The Stockton Kids Club is the successor to the Boys and Girls Club of Stockton. The Stockton Kids Club has partnered with MUSD to provide an after-school program at Weston Ranch High School.

## Background

The high school students who reside in the Weston Ranch neighborhood are stranded. The area is isolated on all sides by natural and man-made barriers. Aside from school-organized sports and clubs, there are no other after-school activities for secondary students in the area. The 27-year-old Weston Ranch development is located in the southwestern corner of the City of Stockton. The students are served by Manteca Unified School District. Unlike other areas in the county, it is extremely inconvenient for high school youth to access a recreation center, a Boys & Girls Club, a library or any other facility where organized activities may be available. In order to access these types of activities, they must leave their community.



### Elementary Schools

### Weston Ranch High School

### Parks

Younger students attend after-school programs at each of the three Weston Ranch elementary schools. These programs are funded by state grants and the services are provided by the non-profit organization, Give Every Child A Chance (GECAC).

The lack of after-school programs and activities for high school students prompted a MUSD board member to propose establishing an after-school program at Weston Ranch High School. An agreement with GECAC was approved by the MUSD Board of Trustees (Board) on January 28, 2014. The Board approved up to \$35,000 to begin the program. These funds were to be used from March thru June 2014. The after-school program was developed and operated by GECAC for that period of time.



GECAC had applied for a \$250,000 ASSETS federally-funded, state-managed grant to pay for the program. Unlike grant monies dedicated to elementary school programs, these funds are extremely scarce. There is \$17 million available statewide for secondary programs, compared to \$550 million for elementary programs. GECAC was not awarded the ASSETS grant.

Recognizing the extreme need for after school activities, the board allocated \$125,000 to partner with GECAC to continue the Weston Ranch High School after-school program for the 2014-2015 school year. These monies came from the Local Control Funding Formula (LCFF) funds. The GECAC after-school focus was on academics and enrichment, as described in the

Memorandum of Understanding (MOU). The following two sections from the MOU, attached as Appendix I, state:

*“GECAC SHALL:*

*Section 4.” Provide daily homework assistance to students that are in need of assistance to reach their academic potential.*

*Section 5.” Provide academic enrichment and youth development activities ... and programs that support the school’s core curriculum and district/state standards.”*

Two GECAC employees, a director and an assistant, organized and facilitated the program for approximately 40 to more than 100 students. Athletes were tutored during sports seasons, increasing enrollment during those periods. In addition to tutoring and homework assistance, the five organizations listed below provided enrichment activities. MOUs between these groups and GECAC show they were paid by GECAC from the contracted funds (\$125,000):

▪ Drain Athletics (various sports activities)	\$ 12,750
▪ Fathers & Families (self-awareness activities)	\$ 5,440
▪ I D&G Modeling (manners, appearance and fashion)	\$ 8,160
▪ Young Rembrandts (animation and cartooning)	\$ 720
▪ Taberna’s Tae Kwon Do (martial arts)	\$ 2,720

GECAC paid a total of \$29,790 to these organizations from their funds. This left approximately \$95,000 for GECAC to pay its employees and cover overhead costs.

MUSD provided a daily nutritional snack and supper for all attendees. In addition WRHS provided a cooking program for approximately 15 students.

Give Every Child A Chance successfully continued the program for the remainder of the school year. They did not reapply for the following year due to conflicts with some members of the school board. GECAC also determined that it was not cost-effective for them to continue.

The Stockton Kids Club (SKC) was the only organization that replied to the new request for proposal. They were awarded a \$125,000 contract with MUSD for the 2015-2016 school year. The services provided were said to be adequate during that year, though no evidence was found that SKC had agreements with organizations to provide enrichment activities. A letter from WRHS site administration in spring 2016 spoke positively of the program. (See Appendix II). The MUSD Board of Trustees agreed to continue with Stockton Kids Club for the next school year.

## **Reason for Investigation**

The 2016-2017 Grand Jury received a complaint in the fall of 2016. Issues with the Stockton Kids Club after-school program at Weston Ranch High School were cited, among other concerns. The Grand Jury opened an investigation into the Weston Ranch High School after-school program provided by the Stockton Kids Club.

## **Method of Investigation**

### **Materials Reviewed**

- Stockton Kids Club and Manteca Unified School District MOU
- Give Every Child A Chance and Manteca Unified School District MOU
- Manteca Unified School District Board meeting agendas and minutes
- Give Every Child A Chance work plan, attendance and evaluation documents
- Stockton Kids Club work plan, attendance and evaluation documents

### **Interviews Conducted**

- Manteca Unified School District administration and teaching staff
- Manteca Unified School District Trustees
- Give Every Child a Chance staff

## **Discussions, Findings and Recommendations**

### **1.0 Setbacks in Second Year**

At the beginning of the 2016-2017 school year, problems arose with the Stockton Kids Club after-school program and continued to occur until the contract was terminated in April 2017.

- The start of the program was delayed due to confusion with the background check of an employee.
- A conflict arose between MUSD and Stockton Kids Club over a partial payment for days when no after school services were provided.
- Monthly attendance reports were not consistently submitted, as required by the MOU.
- Daily homework assistance was not consistently provided, as required by the MOU.
- Stockton Kids Club supervision of the snack and supper program was inconsistent, causing the program to be suspended.

In addition to failing to fulfill contractual obligations, the Stockton Kids Club became the focus of an investigation that was widely covered by local and national media. An employee of Stockton Kids Club was charged with six felony counts of embezzlement and money laundering of the Stockton Kids Club and its predecessor, the Boys and Girls Club of Stockton.

The MOU states that either party may terminate the contract so long as 30 days' notice is given. (See Appendix III.) Manteca Unified School District gave notice to the Stockton Kids Club on March 3, 2017. The last day of the Stockton Kids Club Weston Ranch after-school program was April 3, 2017. As a result, Weston Ranch High School students have insufficient after-school programs and activities. The only remaining activities at WRHS are for students involved in athletics or social clubs.

## **Findings**

**F 1.1** The Weston Ranch High School after-school program has been terminated, leaving students without access to sufficient after-school programs and activities.

**F 1.2** There is a great need for organized activities for high school students in the Weston Ranch area because students are geographically isolated from typical organized activities.

## **2.0 The Next Steps**

Recognizing the dire need, Manteca Unified School District officials, including staff and board members, have opened discussions with Manteca-Lathrop Boys and Girls Club. A meeting was held with a variety of community stakeholders and government leaders who all agreed there is an urgent need for after-school programs and activities in Weston Ranch. MUSD agreed to provide facilities. A gymnasium and portable classrooms at New Vision High School, located adjacent to Weston Ranch High School are being considered. Manteca Unified School District demonstrated its commitment by providing \$10,000 for a Boys and Girls Club director to develop a program design, including a budget. It is understood that the program will be fully funded through Boys and Girls Club grants and fundraising efforts. A meeting to further discuss these ideas is scheduled for June 8, 2017. A group connected to the Boys and Girls Club in Stanislaus County is also exploring the possibility of providing services in Weston Ranch.

## **Finding**

**F2.1** Officials with Manteca Unified School District have met with Manteca-Lathrop Boys and Girls Club officials, community stakeholders and government leaders to discuss the possibilities of developing a program for the Weston Ranch area. This may provide a broader range of activities for Weston Ranch youth.

## **Recommendations**

**R2.1** By September 30, 2017, Manteca Unified School District develop an after-school program for the Weston Ranch area youth.

**R2.2** By December 31, 2017, Manteca Unified School District adopt and implement an after school program for the Weston Ranch area youth.



## **Conclusion**

Weston Ranch is an isolated community lacking organized activities for many high school students. It is common knowledge that idle youth can seek to alleviate their boredom with poor choices. Community leaders and stakeholders are working to develop programs to address these problems, however, the next school year is imminent and no after-school program is in place. It is imperative that community leaders move quickly to provide services for youth in this area.

## **Disclaimers**

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. The Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code section 911.924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code sections 924.2 and 929).

One grand juror did not participate on this investigation, which included reviewing material, interviews, site visits, preparation and approval of this report due to a perceived conflict of interest.

## **Response Requirements**

California Penal Code sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The Manteca Unified School District Board of Trustees shall respond to all findings and recommendations contained in this report.

Mail or hand deliver a hard copy of the response to:

Honorable José L. Alva, Presiding Judge  
Superior Court of California, County of San Joaquin  
180 E. Weber Avenue, Suite 1306  
Stockton, CA 95202

Also, please email the response to:

Ms. Trisa Martinez, Staff Secretary to the Grand Jury at [grandjury@sjcourts.org](mailto:grandjury@sjcourts.org)

## Appendices

### Appendix I



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Administration: 209.823.6222 / Programs 209.825.7003  
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#### MEMORANDUM OF UNDERSTANDING BETWEEN

Manteca Unified School District, Give  
Every Child A Chance,  
&  
Weston Ranch High School/New Vision High School

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Manteca Unified School District, hereinafter referred to as MUSD, Give Every Child A Chance, hereinafter referred to as GECAC, New Vision High School (NVH), and Weston Ranch High School (WRH), hereinafter referred to as WRH. GECAC will provide an after school program to the high school students at WRH. In exchange for services, MUSD will pay GECAC \$125,000. This contract will expire on May 31, 2015.

#### PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between MUSD, GECAC, NVH and WRH, to develop a mutually beneficial program that benefits our students and community.

#### WR & NVH SCHOOL MUSD SHALL:

1. Provide dedicated or shared space of a minimum of 5 classrooms combined between WRH and NVH with storage space (it is preferred that one room be the cafeteria) with lighted walking path, from the time school is dismissed until at least 7p.m. for services to be provided throughout the year.
2. Have every student that is enrolled in WRH and NVH complete a after school program application.
3. Provide an office space for Academic/Site Manager (Office space can be placed in a classroom that the program is utilizing).
4. Provide a computer with internet access.
5. Agree to allow the students survey be distributed to students to assure we are meeting their wants and needs with programs offered.
6. Agree to have program enrollment forms distributed with school documents prior to the start of each school year.
7. MUSD will provide a nutritional snack and supper, daily, with space provided by WRH.
8. Coordinate with school faculty to have school clubs and sports programs to connect with the after school program.



9. Allow Academic/Site Managers or GECAC staff to attend staff meetings.
10. Allow GECAC to recruit students by class visits, speaking at assemblies, special school events where appropriate and staff meetings, etc
11. Distribute program information at back to school nights, special events, and newsletters.
12. Have access to bulletin boards or space to attach one.
13. Make announcements pertaining to the program.
14. Assign a school liaison for our Academic/Site Manager to communicate.
15. Allow GECAC to identify the site as an after school location.
16. Provide daily custodial services (usually just a change in cleaning schedule).
17. Allow access for deliveries during the school day (if needed)
18. Provide convenient access to bathrooms during program hours.
19. Provide a location for the pick-up of correspondence and messages.
20. Assist in the identifying and introduction of partners and collaborators to assist in program

**GECAC SHALL:**

1. Meet all guidelines required by Manteca Unified School Districts (MUSD).
2. Complete all required documents and reports and submit in a timely manner to MUSD.
3. Administer a quality After School Advantage Program.
4. Provide daily homework assistance to students that are in need of assistance to reach their academic potential.
5. Provide academic enrichment and youth development activities (that can include offsite field trips) and programs that support the school's core curriculum and district/state standards
6. Operate directly after school with a staff/student ratio of no less than 1 to 20. Ratio will include anyone providing programs (contracted staff, existing teachers etc.):
7. Provide appropriate and qualified staff & volunteers complete with Department of Justice background clearance, at no cost to the school or District.
8. All staff will be NCLB certified and attend on-going training events as scheduled.
9. Manage the GECAC employees and volunteers and subcontractors of the program.
10. Provide all the resources needed for the ASAP program, pens, paper, equipment, etc.
11. Prepare and manage annual budgets and finances as required by funding guidelines.
12. Partner and work closely with all on site after school activities.
13. Work closely with school faculty and administration in all aspects of the program.
14. Seek additional resources and in-kind services to supplement the program.
15. Provide access to community partners that will provide activities/information to broaden student interest/horizons.
16. Maintain current insurance policies per MUSD District requirements.

This MOU will be in effect until May 31, 2015, unless either party chooses to dissolve it with 30 days' notice. In the case of early termination GECAC agrees to refund the unexpended and unencumbered funds to MUSD. This MOU can be revised at the request and agreement of both parties.

## APPENDIX II



Weston Ranch High School

*Cougars...Roar to Success*

4606 McCuen Avenue • Stockton, CA 95206 • 209-938-6245 • Fax: 209-938-6397

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April 1, 2016

### Stockton Kids Club After-School Summary

The Stockton Kids Club (SKC) After-School program has done a great job with the mentorship, enrichment and physical activity portions of the after-school program. Guest speakers from the community have been recruited to speak on relevant activities and units. SKC engaged the students in several projects as well as showcasing some of these projects outside of the principal's office. The activities and units are provided prior to being presented for approval by administration. The Program facilitator has done a great job of communicating with the administrator overseeing the program as well as the principal.

The Stockton Kids Club (SKC) After-School program has done a great job with the mentorship, enrichment and physical activity portions of the after-school program. Guest speakers from the community have been recruited to speak on relevant activities and units. SKC engaged the students in several projects as well as showcasing some of these projects outside of the principal's office. The activities and units are provided prior to being presented for approval by administration. The Program facilitator has done a great job of communicating with the administrator overseeing the program as well as the principal.

SKC has made a great effort utilizing media as well as site resources to actively recruit students' participation. We have advertised SKC's program weekly in our staff bulletin, through our counselors who refer students, by ensuring applications are available in the front office, as well as the Program facilitator updating our posted flyers as needed.

SKC makes it a priority to be present and well represented at school functions during school hours as well as after-hours. For example, SKC has a table set up to disseminate information on their program at all lunch rallies, lunch fun days on Fridays and Back to School Night. The Program facilitator has done a great job of being present at our WRHS sponsored activities and sporting events. They are working diligently to become a part of the culture and positive climate here at WRHS.

We have had a good experience with SKC thus far and look forward to seeing SKC expand in their programs on our campus.

### Appendix III

#### MEMORANDUM OF UNDERSTANDING BETWEEN STOCKTON KIDS CLUB and MANTECA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Manteca Unified School District, hereinafter referred to as ("MUSD), Stockton Kids Club hereinafter referred to as ("SKC") and Weston Ranch area, hereinafter referred to as (WR) SKC will provide an after school programming in the Weston Ranch area. In exchange for services, MUSD will pay an amount invoiced monthly for ten (10) months. This contract will expire on June 1, 2016.

#### PURPOSE

The purpose of this MOU is to continue to develop and expand a framework of cooperation between MUSD, SKC and WR, to develop a mutually beneficial program that benefits our students and community.

#### WR/MUSD

shall:

- 1) Provide dedicated or shared space of a minimum of five (5) classrooms with storage space (it is preferred that one room be the cafeteria) with lighted walking path, from the time school is dismissed until at least 7:00 pm for services to be provided throughout the year.
- 2) Agree to allow student surveys to be distributed to students to assure we are meeting their wants and needs with programs offered.
- 3) Agree to have program enrollment forms distributed with school documents prior to the start of school year.
- 4) MUSD will provide a nutritional snack and supper, daily, with space provided by WR.
- 5) Coordinate with school faculty to have school clubs connect with the after school program.
- 6) Allow SKC to recruit students by class visits, speaking at assemblies, special school events where appropriate and staff meetings, etc., prior approval from site administration.
- 7) Distribute program information at back to school nights, special events, and newsletters.
- 8) Make announcements pertaining to the program.
- 9) Provide daily custodial services (usually just a change in cleaning schedule).
- 10) Provide convenient access to bathrooms during program hours.



11) Provide a location for the pickup of correspondence and messages.

#### SKC Shall

1) During the entire term of the MOU and any extension or modification thereof, the SKC shall keep in effect insurance policies meeting the following insurance requirements:

a. Liability Insurance: The SKC shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00), combined single limit per occurrence and \$3,000,000.00 aggregate providing damage liabilities with specific language referencing bodily injury, molestation, child abuse and property damage. A separate additional insured endorsement (CG 2010 or its direct equivalent) shall be endorsed to include the MIISD and its Governing Board, its Officers, its Agents, its Employees and its Volunteers as additional named insured in the policy. It is agreed that the insurance provided by the 81CC is endorsed as primary to any similar insurance or self-insurance carried by MUSD.

- b. Workers' Compensation: If the SKC employs any person to perform work in connection with this agreement, the SKC agrees to provide workers' compensation insurance for SKC employees and agents and agrees to hold harmless and indemnify MUSD for any and all claims arising out of injury, disability, or death of any of the SKC employees or agents. Proof of Workers' Compensation (waiver of subrogation to part of this coverage).
  - c. The SKC policy shall contain a contractual liability endorsement extending coverage to include the liability assumed by a hold harmless clause in the agreement between MUSD and the SKC. This hold harmless clause of the agreement shall provide that the SKC shall indemnify, defend, and hold MUSD, its governing board, its officers, its agents, its employees, and its volunteers harmless of and from any and all claims, demands, causes of action, and suits, accruing or resulting from any losses, damage, injury or whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly arising out of, or any way connected with, the services covered by the agreement.
  - d. The SKC shall furnish MUSD Certificates of Insurance evidencing the coverage specified under this agreement and specifying that said insurance shall not be canceled without thirty (30) days prior notice to MUSD.
- 2) Meet all guidelines required by MUSD.
  - 3) Complete all required documents and reports and submit a monthly participation report to MUSD.
  - 4) Administer a quality After School Program.
  - 5) Provide daily homework assistance to students that are in need of assistance to reach their academic potential.
  - 6) Provide academic enrichment and youth development activities (that can include offsite field trips) and programs that support the school's core curriculum and district/state standards.
  - 7) Operate directly after school with a staff/student ratio of no less than 1 to 20. Ratio will include anyone providing programs (contracted staff, existing teachers etc.).
  - 8) Provide appropriate and qualified staff and volunteers complete with Department of Justice background clearance at no cost to the school or District. Documentation of clearance must be provided to MUSD prior to first day of employment on campus.
  - 9) Manage the SKC employees and volunteers and subcontractors of the programs.
  - 10) Provide all the resources needed for the After School Program, pens, paper, equipment, etc.
  - 11) Partner and work closely with all on site after school activities.
  - 12) Work closely with school faculty and administration on all aspects of the program.
  - 13) Seek additional resources and in-kind services to supplement the program.
  - 14) Provide access to community partners that will provide activities/information to broaden student interest/horizons.
  - 15) Maintain current insurance policies per MUSD district requirements.

This MOU will be in effect until June 1, 2016, unless either party chooses to dissolve it with thirty (30) days' notice.

