

San Joaquin County Grand Jury



STOCKTON UNIFIED SCHOOL DISTRICT: *Do After-School Programs Compromise Student Safety?*

2013-2014 Case No. 0713

Summary

After-school programs serve thousands of children in the elementary and secondary schools throughout San Joaquin County. Stockton Unified School District (SUSD) is the largest school district in the County, serving approximately 37,000 students in 39 elementary schools, four comprehensive high schools and numerous alternative settings. After-school programs are provided by Community Partners who have contracts with SUSD.

The 2013-2014 Grand Jury learned of concerns with SUSD after-school programs from newspaper articles beginning in July 2013. The issues were largely about the quality of services provided by Boys and Girls Club of Stockton, one of the Community Partners which received as much as \$1.3 million from SUSD in a single year.

When the Grand Jury began investigating the SUSD after-school programs it found that there were other, more serious problems. These problems were with the hiring practices of the Community Partners and the lack of monitoring by Stockton Unified School District. After conducting interviews and examining documents, the Grand Jury determined that neither the District nor the Community Partners are able to guarantee that all employees working with children are fully cleared based on Department of Justice (DOJ) reports. Furthermore, it cannot be guaranteed that all employees have met the academic qualifications as stipulated in the Community Partners' contracts with the District. Additionally, the Grand Jury found that language in contracts with Community Partners does not match the employee qualifications language in the After School Education and Safety Grant.

The 2013-2014 San Joaquin Grand Jury recommends that Stockton Unified School District develop procedures that will enable the District to regularly examine documentation held by the Community Partners. The documents to be audited need to show that all employees are

professionally qualified and are completely void of any background issues deeming them unsuitable for working with children. The Grand Jury also recommends that the District change the language of the contracts to match the grant requirements.

Glossary

ASES	After School Education and Safety Program, a grant which provides funds for after-school programs in California
Community Partner	An agency working in partnership with SUSD to provide after-school services
District	Stockton Unified School District
DOJ	California Department of Justice
NCLB	No Child Left Behind Act of 2001, federal legislation regarding education requirements
Proposition 49	California After School Education and Safety Program Act of 2002
SUSD	Stockton Unified School District
YMCA	Young Men's Christian Association

Background

Throughout San Joaquin County, there are a wide variety of programs providing services to students when the regular school day is over. All school districts in the County have these programs spanning grades kindergarten through twelve. Stockton Unified School District and its Community Partners serve more than 5,000 students in its after-school programs. These programs are funded by an After School Education and Safety Program (ASES) grant and other grants totaling more than \$7,000,000. The services are free to District families. The largest of these programs is *Step-Up* which is designed for elementary students in kindergarten through eighth grade.

For many years all of the elementary after-school programs were provided by City of Stockton Parks and Recreation Department employees. Recreation was the emphasis and after a brief homework period the children would play games or complete art projects while supervised by Parks and Recreation Department personnel. In 2004, as a result of greatly increased funding provided due to the passage of Proposition 49, the nature of the services changed. This increase came in the form of grant funding from the State of California. The District applied for and received funds from the grant to provide a program that was more academic than recreational.

Currently the purpose of the after-school programs is to increase basic math and language arts skills, student engagement in school, student physical fitness and to provide a safe environment for children during after-school hours. These new goals resulted in a change in the focus of the services provided which is described in the District's After School Program Plan:

"All programs include a minimum of three hours a week of academic support for all students registered in the program. Certificated teachers provide a district approved academic curriculum and paraprofessional staff are also trained to implement the curriculum.

"... The educational enrichment element comprises up to at least two hours of each day's program. Staff is trained in basic tutoring procedures and positive behavior management as well as implementation of purchased materials."

As the focus changed, so did the providers. Numerous agencies throughout the County applied to the District to provide the after-school services and many were awarded contracts. Currently Stockton Unified School District provides central administrative support and a teacher from the school. This school-site teacher serves as the liaison between the District and the Community Partner as well as the coordinator of other teachers who provide after-school instruction. The Community Partners employ additional staff to provide direct services to students as well as staff to supervise their site employees and work with school personnel.

At the beginning of the 2013-2014 school year there were five main Community Partners under contract with the District to provide services to after-school students. The Grand Jury examined the practices of these five major providers:

- YMCA
- El Concilio
- University of the Pacific's Jacoby Center for Community and Regional Studies
- Boys and Girls Club of Stockton
- Community Resources Department of the City of Stockton

In December 2013, Boys and Girls Club of Stockton lost its charter with the national Boys and Girls Club organization. In response, the District terminated its contract with the now unaffiliated organization. The YMCA was contacted and agreed to provide the after-school programs from January to June of 2014 at all sites formerly served by Boys and Girls Club.

Reason for Investigation

The Grand Jury became aware of concerns that some District principals had with the after-school services provided at SUSD schools by Boys and Girls Club of Stockton. *The Record* reported that some principals did not want to work with Boys and Girls Club. Issues cited by

them included a high rate of employee turnover, inappropriate employee behavior and the inability of some employees to work with children. These and other reported problems caused the Grand Jury to begin an investigation of the Stockton Unified School District's after-school programs.

Early in this investigation, the Grand Jury found that an employee of one of the Community Partners who had been working with children in the after-school program was wanted for serious criminal activities. This was discovered by Stockton Unified School District (District) when an administrator recognized the employee's name in the local newspaper's crime reporting section. The individual was ultimately removed from working with children in the after school program, but only following lengthy discussions between the District and staff of the Community Partner.

This alarming revelation caused the Grand Jury to conduct a more detailed investigation. It then focused on the hiring practices of the organizations that placed after-school employees in contact with students and the District's monitoring of those practices.

Method of Investigation

The Grand Jury interviewed Stockton Unified School District administrators and administrative officers from all five major Community Partners. In addition, the Grand Jury examined the following documents:

- Descriptions of all after-school programs in San Joaquin County
- Financial data from the *California After School Network*
- The Stockton Unified School District *After School Program Plan*
- 2013-2014 contracts between the District and all Community Partners
- Contracts and memorandums of understanding between other school districts and their after-school service providers
- California Department of Education's *Description of Program and After School Education and Safety Frequently Asked Questions (FAQs)*
- California Education Code Section 8482 regarding after-school programs
- California Education Code Section 45125 regarding the mandate to fingerprinting employees
- California Penal Code Section 11105.2 regarding *Subsequent Arrest Notifications*
- Monthly reports (July through October 2013) provided to the District by each of the five main Community Partners
- Program quality surveys completed by principals for December 2012, June 2013 and December 2013
- Personnel documents for employees of the five Community Partners

Discussions, Findings and Recommendations

1.0 Fingerprinting

The California Education Code requires that everyone working with school children is required to be fingerprinted before they begin work. This requirement includes all district employees as well as all contract employees who work at a school site. The intent of this requirement is to assure that there are no background issues indicating that the person could be a danger to children.

After being selected to work with students and prior to starting work, new employees are fingerprinted. These fingerprints are sent to the DOJ for processing. The employing agency receives a report from DOJ showing prior arrests and convictions. This report is then reviewed by the employer to determine whether the individual should be working with students. In addition, the employer receives a DOJ *Subsequent Arrest Notification* in the event an employee is arrested after being employed.

In interviews with Community Partner personnel and from the examination of employee documents, it was determined that two of the five Community Partners do not receive these reports from the DOJ but rely on a third party to monitor the criminal history and any subsequent arrest notices. One Community Partner relies on the California Community Care Licensing Division to monitor the DOJ reports. Another Community Partner uses the District Police Department to monitor all DOJ reports, citing cost as the reason they do not monitor their own employees.

Since other agencies receive the DOJ reports, neither of these two organizations receive full, direct information about the applicant. No arrest notifications are provided to either. In the case of the Community Partner working with the District Police Department, only a copy of a District form is provided to them indicating that the applicant is cleared. The only information about the individual's criminal history on the form is a checked box. This copy of the form is then carried by the applicant to the employer and used to verify eligibility for employment.

Findings

F 1 Not all Community Partners receive complete and timely background information from the California Department of Justice which would enable them to guarantee that all of their employees are legally eligible to work with children.

Recommendations

R 1 By November 1, 2014, Stockton Unified School District is to require all Community Partners to have their own unique contract with the California Department of Justice so that each Community Partner receives fingerprint reports and *Subsequent Arrest Notifications*.

2.0 Employee Qualifications

The California Education Code Section 8483.4 describes the employee qualifications required by the After School and Safety Program grant:

“The grant administrator is to establish minimum qualifications for staff members who directly supervise students that meet the district’s qualifications for an instructional aide. Documentation that demonstrates this requirement should be maintained for audit purposes.”

Therefore, employees of the Community Partners who directly work with the students in the after-school program must meet the same qualifications as for instructional aides (paraprofessionals) in the District.

The contracts state that the Community Partner, “will only place after-school staff employees at SUSD sites who are NCLB compliant.” The NCLB requirements for paraprofessionals are as follows:

- “1. High school diploma or the equivalent, **and**
2. Two years of college (48 units), **or**
3. A. A. Degree (or higher), **or**
4. Pass a local assessment of knowledge and skills in assisting in instruction.”

The Grand Jury examined many employee documents and numerous issues were found. One Community Partner did not have any academic documentation for one employee. Another Community Partner hired an individual who had only partially met the local assessment requirement. A Community Partner accepted transcripts from an unaccredited university; hired an applicant with an unevaluated diploma from a foreign college; and accepted transcripts from two individuals even though the documents did not show the students’ names.

The NCLB requirements are simply stated but can be very complex in certain situations. At least some of the Community Partners do not have the expertise to analyze transcripts. They have not received training to gain this expertise, nor have they been provided assistance from any entity that could enable them to guarantee that college degrees and/or units are valid. District after-school administration also does not possess the necessary skills to validate after-school employee qualifications. Expertise in applying the NCLB requirements is typically found in a district’s human resources department.

Early in December, a highly publicized conflict occurred between the Stockton Unified School District and Boys and Girls Club of Stockton. During the week of December 9, 2013, the national Boys and Girls Club revoked the charter of the local organization. Soon after, the District invalidated the contract with Boys and Girls Club. Very quickly, the YMCA was contracted to take over the 12 schools formerly served by Boys and Girls Club of Stockton. While attempting to provide jobs for as many of the Boys and Girls Club employees as it could, it was found that eight were not NCLB qualified. In addition, a District administrator

audited Boys and Girls Club personnel files and found 18 to 20 employees had not been qualified to work in SUSD after-school programs.

Findings

F 2 Community Partner administrators do not have expertise in applying the procedures to verify the No Child Left Behind requirements that resulted in unqualified employees working in the after-school programs.

Recommendations

R 2 By August 1, 2014, Stockton Unified School District is to provide expertise to the Community Partners in applying NCLB requirements through on-going training and/or consultation.

3.0 Auditing of Contracts

The current contracts between the District and the Community Partners contain two exhibits that require the Community Partner to certify that their employees meet specific requirements prior to being hired. *Exhibit F* of the contract requires the Community Partners to certify that the fingerprint requirements are met for all employees. *Exhibit G* requires the Community Partners to certify that the NCLB requirements are fully met.

No evidence was found that the District conducted any audits of the Community Partners prior to January 1, 2014. In 2014, the District did audit Boys and Girls Club of Stockton and found numerous examples of their employees not meeting the NCLB requirements. The Grand Jury investigation also found numerous examples of employees not meeting NCLB requirements or the Community Partner not reviewing DOJ reports. Given the extent of issues found during the Grand Jury investigation, it appears that greater monitoring is needed.

Findings

F 3.1 Some of the Community Partners included in the investigation allowed employees to work with students without having reviewed DOJ reports. As a result, the District was potentially exposed to liability and students were potentially endangered.

F 3.2 Some of the Community Partners included in the investigation allowed employees who had not met NCLB requirements to work with students thus jeopardizing the funding from the California After School Education and Safety Program grant.

Recommendations

R 3.1 No later than December 31, 2014, and not less than annually thereafter, the Stockton Unified School District is to audit the hiring practices of its Community Partners to

determine whether they have received and reviewed Department of Justice reports prior to placing personnel in Stockton Unified School District schools.

R 3.2 No later than December 31, 2014, and not less than annually thereafter, the Stockton Unified School District is to audit the hiring practices of the Community Partners in order to determine whether all personnel hired by the agencies meet the contractual NCLB requirements.

R 3.3 No later than December 1, 2014, Stockton Unified School District is to review its contracts with the providers of after-school programs to ensure the District's ability to monitor the providers' compliance with all employee eligibility requirements.

4.0 Contract Consistency

The educational qualifications enumerated in the contracts between the District and the Community Partners do not match the actual NCLB requirements. The contract language in *Exhibit G* is as follows:

“All paraprofessionals shall have:

- (a) high school diploma or GED
- (b) completed at least 2 years of college (minimum 48 semester units)
- (c) obtained an Associates (or higher) degree; or
- (d) met a rigorous standard of quality and can demonstrate, through a formal local academic assessment and proof of certification through the San Joaquin County Office of Education”

The following language is found in the No Child Left Behind Act (bold words are NCLB's):

- “1. High school diploma or the equivalent, **and**
- 2. Two years of college (48 units), **or**
- 3. A. A. degree (or higher), **or**
- 4. Pass a local assessment of knowledge and skills in assisting in instruction.”

Findings

F 4 The District's exclusion of the word “**and**” at the end of #1 and the word “**or**” at the end of #2 in contract language found in *Exhibit G* allows these requirements to be interpreted differently than intended and may lead applicants to believe that they meet NCLB requirements when they do not.

Recommendations

R 4 By September 1, 2014, the Stockton Unified School District is to modify the contract language of *Exhibit G* so that it is identical to the actual NCLB qualifications.

Conclusion

Since 2004 when the Stockton Unified School District after-school programs began to provide a more academic program, the quality of services to children has greatly improved. The programs have expanded and serve more students.

The Community Partners strive to place the best individuals in schools to work with students but are faced with many challenges. The jobs are low-paying, many of the employees are students themselves and there is a very high rate of turnover. This creates impediments, particularly in the areas of hiring and training of personnel. It is imperative that these challenges be met as the safety of students and the quality of instruction are at stake.

During interviews with Community Partners and with District administrators there appears to be a willingness to address these critical issues. The Grand Jury expects this will happen.

Disclaimer

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, 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 Sections 911, 924.1(a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

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 San Joaquin County Superior Court within 90 days.

The Stockton Unified School District Board of Trustees shall respond to each Finding and Recommendation contained in this report.

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

Hon. Lesley D. Holland, Presiding Judge
San Joaquin County Superior Court
P.O. Box 201022
Stockton, CA 95201

Also, please email a copy of the response to Trisa Martinez, Staff Secretary to the Grand Jury at: grandjury@sjcourts.org.

Appendicies

Appendix A: *Exhibit F, Certification of Fingerprinting*

Appendix B: *Exhibit G, Certificate of Compliance with No Child Left Behind (NCLB)*

APPENDIX A

CERTIFICATION OF FINGERPRINTING

To the Governing Board and the District Administrator in charge of the following services:

I. Identification of Parties

I, _____ am an individual contractor and/or vendor or I am an authorized representative of _____ . My entity seeks to contract with the District, which may cause my entity and its employees, agents or independent contractors to come in contact with pupils, and I am aware of the requirements of Education Code section 45125 et. seq.

II. Certifications

I make the following certifications, under penalty of perjury:

- A. _____ shall not begin to provide services to the District pursuant to that certain Contract Regarding After School Safety and Enrichment Program date July 1, 2011 (the "Contract"), nor _____ permit any of my employees, agents or independent contractors to come in contact with pupils pursuant to the Contract until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code sections 1192.7(c) and 667.5(c) or of a sex or controlled substance offense. (Education Code § 45125.1(e).)
- B. Appropriate officials at _____ have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and none of _____ employees, agents or independent contractors who may come in contact with pupils pursuant the Contract have been convicted of a felony as noted in Paragraph A, above. (Education Code § 45125.1(f).)
- C. Attached to this certification form is a list of the names of _____ employees or independent contractors who may come in contact with pupils to this certification form. (Education Code § 45125.1(f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct. Executed this 22nd day of July, 2013, at Stockton, California.

APPENDIX B

CERTIFICATE OF COMPLIANCE WITH NO CHILD LEFT BEHIND (NCLB)

acknowledges the Stockton Unified School District's paraprofessional requirements. The After School Education and Safety (ASES) grant requires all after school staff who directly supervise children to meet the same qualifications as a SUSD paraprofessional.

All paraprofessionals shall have:

- (a) high school diploma or GED;
- (b) completed at least 2 years of college (minimum 48 semester units)
- (c) obtained an Associates (or higher) degree; or
- (d) met a rigorous standard of quality and can demonstrate, through a formal local academic assessment and proof of certification through the San Joaquin County of Education.

_____ will comply with these requirements and will only place after school staff employees at SUSD sites who are NCLB compliant. _____ will attach the names of all compliant staff with each monthly invoice.