



REPORT TO COUNCIL

City of Sacramento

F€

915 I Street, Sacramento, CA 95814-2604
www.CityofSacramento.org

Consent
October 26, 2010

Honorable Mayor and
Members of the City Council

Title: Agreement: Sacramento START Program-Ethel I. Baker Elementary School

Location/Council District: 5717 Laurine Way-Sacramento County

Recommendation: Adopt a **Resolution** 1) authorizing the City Manager or City Manager's designee to execute an agreement and any amendments, or other related documents with Sacramento City Unified School District ("District") as necessary for the City of Sacramento, Department of Parks and Recreation, START (Students Today Achieving Results for Tomorrow) program to become an After School Education and Safety (ASES) program subcontractor to the District at Ethel I. Baker Elementary School and to be reimbursed by the District up to \$160,350 in FY2011 and up to \$23,750 in FY2012 for a total of \$184,100 and 2) authorizing the City Manager or City Manager's designee to adjust the necessary operating revenue and expenditures to implement the agreement.

Contact: Dave Mitchell, Operations Manager, 808-6076, Alan Tomiyama, Recreation Manager, 808-8958, Brian Fitzgerald, Recreation Superintendent, 808-6196, Bernadette Cheek, Administrative Analyst, 808-6097,

Presenters: Not applicable

Department: Parks and Recreation

Division: Sacramento START (Students Achieving Results for Tomorrow)

Organization No: 19001631

Description/Analysis

Issue: Sacramento City Unified School District ("District") is a recipient of a grant award from the California Department of Education, for the development and implementation of an effective after-school program at one or more of its elementary schools. The District has requested that the Department of Parks and Recreation Sacramento START (Students Today Achieving Results for Tomorrow) program operate the District's After School Education and Safety (ASES) program on a subcontract to collaborate in order to meet the requirements of the grant. The District is committed to the goals of the Sacramento START program and believes

the successful program can strengthen the existing school program and extend learning opportunities for children to succeed academically and socially. Council approval is required since the City is operating in a service provider capacity.

Policy Considerations: Continued participation in after-school programming is consistent with the City's strategic plan to enhance livability. The START program is consistent with the City Council direction of improving the quality of life in Sacramento for all families and providing positive activities for youth.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns the expansion of the Sacramento START program. The adoption or alteration of an educational program such as the Sacramento START program which involves no physical alteration of the area affected is exempt from CEQA pursuant to Section 15322 of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.).

Sustainability Considerations: Approval of the agreement to provide services as a subcontractor for Sacramento City Unified School District at Ethel I. Baker Elementary School is not applicable to the City's sustainability goals, policies and targets of the Sustainability Master Plan or the 2030 General Plan, and its impact on the City's sustainability efforts cannot be evaluated at this time.

Commission/Committee Action: None

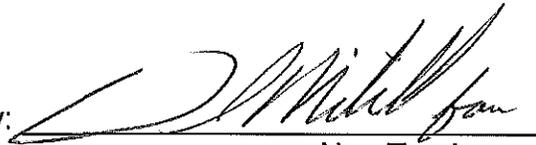
Rationale for Recommendation: Expanding the Sacramento START program by agreeing to be a subcontractor will allow more elementary school children to participate in the after school literacy and enrichment program and build the capacity of children to succeed academically and socially while reconnecting families and neighborhoods with schools. Children should be given every opportunity to be successful, and START fosters enthusiasm for learning by engaging children in fun, literacy-focused activities in a safe environment, and START expands the school day while supporting the District's educational goals.

Financial Considerations: This agreement anticipates reimbursement from the District to the City a maximum payment of \$160,350 FY2011 and a maximum payment of \$23,750 FY2012 for a total of \$184,100. The maximum reimbursement amounts are higher in FY2011 because the amount includes services rendered in FY2010. FY2010 expenses were covered by the START operating budget and will be reimbursed when payment is received from the District. All costs incurred by the City in the operation of the subcontract agreement will be reimbursed by the school district. All funds required for the operation of the program are available within START's approved budget, and no additional General Fund appropriation is required.

Emerging Small Business Development (ESBD): Purchase of supplies and equipment will be made in accordance with the City's Emerging and Small Business

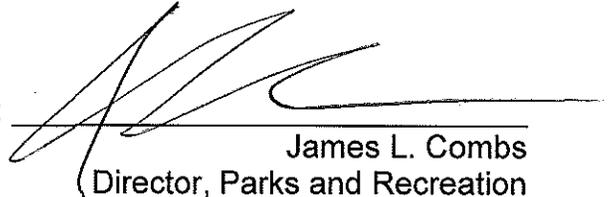
Development program requirements.

Respectfully Submitted by:



Alan Tomiyama
Recreation Manager

Approved by:



James L. Combs
Director, Parks and Recreation

Recommendation Approved:


Gus Vina
Interim City Manager

APPROVED AS TO FORM:


CITY ATTORNEY

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Attachment 1**Background**

Sacramento START has been operating at elementary schools throughout the City and County of Sacramento since 1995. The program provides literacy, homework assistance and enrichment programs in schools at which more than half of their students are eligible for the free and reduced-price meal programs. A majority of the funding for this program comes from a grant from the California Department of Education (CDE), with previously approved support from the City's General Fund, participating school districts, and private contributions. This program funding is through a grant from the California Department of Education that was awarded to Sacramento City Unified School District, who subcontracts the operation of the program at their elementary schools to the City and other agencies while operating the program themselves at the middle schools.

Requirements in State law determine the duration and frequency of the program, the required ratio of staff to children, staff background and education qualifications, reimbursement rate, the percent of local matching funds and the need for a program evaluation. No fees are charged to the children or their parents.

Program staff will be employees of the City, which is the case at all START sites. All program supervision and administration will be handled through START.

The District shall be solely responsible to the California Department of Education (CDE) for communication with CDE and for compliance with CDE requirements relative to the District's grant from CDE. The District shall administer the funds received from various Federal and State agencies; solicit funding and donations from the broader community including businesses; provide funding from its General Fund, including in-kind resources; and provide overall fiscal management of the program.

The District will be billed quarterly for the cost of all labor and supplies used at Ethel I. Baker Elementary School, plus an additional amount for administrative costs spent on behalf of the program. The City will be fully reimbursed for all costs.



RESOLUTION NO. 2010 XXXX

Adopted by the Sacramento City Council

AGREEMENT: SACRAMENTO START PROGRAM-ETHEL I. BAKER ELEMENTARY SCHOOL

BACKGROUND

- A. The Department of Parks and Recreation-Sacramento START program has been operating at elementary schools throughout the City and County of Sacramento since 1995. A majority of the funding for this program comes from a grant from the California Department of Education, with additional support from the City's General Fund, participating school districts, and private contributions.
- B. This program funding is through a grant from the California Department of Education that was awarded to Sacramento City Unified School District, who subcontracts the operation of the program at their elementary schools to the City and other agencies while operating the program themselves at the middle schools.
- C. The District will be billed quarterly for the cost of all labor and supplies used at Ethel I. Baker Elementary School, plus an additional amount for administrative costs spent on behalf of the program. The City will be reimbursed for all costs.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manger or City Manager's designee is authorized to execute an agreement and any amendments, or other related documents with Sacramento City Unified School District as necessary for the City of Sacramento, Department of Parks and Recreation, START (Students Today Achieving Results for Tomorrow) program to become an After School Education and Safety (ASES) program subcontractor to the District at Ethel I. Baker Elementary School and be reimbursed by the District up to \$160,350 in FY2011 and up to \$23,750 in FY2012 for a total of \$184,100.
- Section 2. The City Manager or City Manager's designee is authorized to adjust the necessary operating revenue and expenditure budgets to implement the agreement.
- Section 3. The agreement described in Section 1 is attached as Exhibit A and made part of this Resolution.

Table of Contents:

Exhibit A-Agreement Sacramento START Program-Ethel I. Baker Elementary School



Requires Council Approval: No YES Meeting: 10/26/10

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Non Professional Services Interagency Agreement, PO Type, Attachment: Original No., Original Doc Number: 1, Other Party: SCUSD-Ethel I. Baker Elementary School, Certified Copies of Document: 0, Project Name: Sacramento START Program-Ethel I. Baker Elementary School, Deed: [X] None, [] Included [] Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE: No

Department Information

Department: Parks and Recreation Division: Recreation
Project Mgr: Brian Fitzgerald Supervisor: Alan Tomiyama
Contract Services: Bernadette Cheek Date: 9/30/10 Division Mgr: Alan Tomiyama
Phone Number: 808-6097 Org Number: 19001631 Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows include Project Mgr, Accounting, Contract Services, Supervisor, Division Manager, Operations Manager.

City Attorney Signature or Initial Date
Initial and Date
City Attorney (M Sparks): [Signature] 10-1-10

[] Send Interoffice Mail [X] Notify for Pick Up

Authorization Signature or Initial Date
Combs, James
Jim Combs Department Director: [Signature] 10-7-10
CONTROL # 458
City Mgr: Yes [X] No []

For City Clerk Processing Finalized:

Form with fields: Initial, Date, Imaged: Initial, Date. Includes a vertical stamp: RECEIVED CITY CLERK'S OFFICE CITY OF SACRAMENTO 2010 OCT 19 P 3:54 PM

Received (City Clerk Stamp Here)

PROJECT NAME: Sacramento START Program – Ethel I. Baker Elementary
DEPARTMENT: Parks and Recreation

CITY OF SACRAMENTO

AGREEMENT

THIS AGREEMENT is made and entered into as of this 19th day of July, 2010, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY," and Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT." The CITY and DISTRICT may be referred to collectively as "Parties" or in the singular as "Party," as the context requires.

RECITALS

WHEREAS, Sacramento START (Students Today Achieving Results for Tomorrow) is a public-private collaboration in operation since 1996 working to build the capacity of children to succeed academically and socially while reconnecting families and neighborhoods with schools; and

WHEREAS, Sacramento START believes that children should be given every opportunity to be successful, and START fosters enthusiasm for learning by engaging children in fun, literacy-focused activities in a safe environment, and START expands the school day and supports the DISTRICT's educational goals; and

WHEREAS, Sacramento START as a public-private collaboration includes the City of Sacramento, State of California, school districts, community-based organizations, private foundations and corporations, individual donors, and volunteers that are committed to providing a safe, supervised after-school environment for elementary students; and

WHEREAS, the DISTRICT is committed to the goals of the Sacramento START program and believes a successful program can strengthen the existing school program and extend the learning opportunities; and

WHEREAS, the DISTRICT is committed to providing an after-school program (START) in partnership with the CITY; and

WHEREAS, the DISTRICT has obtained a grant from the California Department of Education which will be made available to provide a successful program; and

WHEREAS, the DISTRICT desires in partnership with the CITY to collaborate in the development and implementation of an effective after-school program at one or more of

SA11-00155

its elementary schools;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and DISTRICT agree as follows:

TERMS AND CONDITIONS

1. Representatives; Notice.

The Representatives specified in Exhibit A, or the Representative's designee, shall administer this Agreement for CITY and DISTRICT.

Any communication required during the term of this Agreement, including, without limitation, notice of termination, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as shown above. Any party who desires to change its Representative, address, or contact information may do so by providing notice as described above.

2. Services.

Subject to the terms and conditions set forth in this Agreement, the CITY and DISTRICT shall provide the services described in Exhibit B. Neither the CITY nor the DISTRICT shall have any obligation to provide any services until this Agreement or any Supplemental Agreement has been fully executed by both parties. The CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement unless and until this Agreement or any Supplemental Agreement is approved by the City Manager or the City Manager's authorized designee, or by the City Council, as required by the Sacramento City Code.

This Agreement shall cover an after-school program during the 2009-2010 and 2010-2011 school years, for on-track and/or regular school day students only, at the school identified in Exhibit B. The parameters of the program, which include the maximum number of days of operation, the maximum number of hours of operation on each day, the maximum number of students in attendance on any day, and specific programmatic, staffing and fiscal elements, are found in Attachment 1 to Exhibit B (Program Parameters) and incorporated herein. There is no authorization for CITY to operate the program at any school or for any number of days, number of hours, and/or number of students in attendance, or to provide specific programmatic, staffing and/or fiscal elements in excess of that shown in Attachment 1 to Exhibit B. Any operation beyond the parameters of the program, and/or any change to those schools to be served, shall first be negotiated by separate agreement or an amendment to this agreement, and the DISTRICT shall bear sole fiscal responsibility for any additional costs.

3. Payment.

- a) 2009-2010 school year

The DISTRICT shall pay the CITY \$89,100 for services rendered during the 2009-2010 school year pursuant to the terms of this Agreement. The DISTRICT shall pay this amount in one installment as specified in Exhibit C.

- b) 2010-2011 school year

- (i) Payment for services rendered

The DISTRICT shall pay CITY no more than \$95,000 for services rendered during the 2010-2011 school year pursuant to the terms of this Agreement. The DISTRICT shall pay CITY this amount in four equal installments as specified in Exhibit C.

- (ii) Additional costs

If the CITY anticipates any additional costs during the 2010-2011 school year it shall notify the DISTRICT immediately and the Parties shall negotiate in good faith. The DISTRICT shall pay agreed upon additional costs within 30 days of when it receives an invoice from the CITY.

4. Term of Agreement.

This Agreement shall cover the period of July 1, 2009, to June 30, 2011.

5. Prior Agreements.

The CITY and DISTRICT acknowledge the existence of the following agreements between the Parties:

- a) 2005-0124, entered into on August 23, 2005, that covered the operation of the Sacramento START program at twenty-two (22) DISTRICT schools (Anthony – ASES and 21st CCLC, Burnett – ASES, Cohen – ASES, Elder Creek – ASES and 21st CCLC, Freeport – 21st CCLC, Fruit Ridge – ASES, Harkness – ASES, Harte – ASES, Hopkins – ASES, Kemble – ASES, Kenny – ASES, Land – ASES, Lincoln – ASES, Oakridge – ASES, Phillips – ASES, Smith – ASES, Tahoe – ASES, Warren – ASES, Washington – ASES, Winn – ASES, Wire – ASES, Woodbine – ASES) during the period July 1, 2005, to June 30, 2008;
- b) 2005-0093, entered into on June 28, 2005, that covered the operation of the Sacramento START and PASSage programs at three (3) DISTRICT schools

(Baker – 21st CCLC, Carson – 21st CCLC , Nicholas – 21st CCLC) during the period November 1, 2004, to June 30, 2009;

- c) 2004-0456, entered into on September 5, 2003, that covered the operation of the Sacramento START program at one (1) DISTRICT school (Anthony – 21st CCLC) during the period July 1, 2003, to June 30, 2007;
- d) 2004-0454, entered into on September 5, 2003, that covered the operation of the Sacramento START program at one (1) DISTRICT school (Elder Creek – 21st CCLC) during the period July 1, 2003, to June 30, 2007; and
- e) 2004-0047, entered into on January 27, 2004, that covered the operation of the Sacramento START program at one (1) DISTRICT school (Freeport – 21st CCLC) during the period July 1, 2003, to June 30, 2007.

It is the intent of the parties that all services rendered by the CITY during the term of this Agreement shall be governed by this Agreement.

6. Standard Site Operating Agreement.

The Standard Site Operating Agreement attached as Exhibit D shall apply at each school site described in Exhibit B. In providing the services described in Section 2 of this Agreement, the Parties are subject to the terms and conditions of the Standard Site Operating Agreement.

7. No Joint Venture.

This Agreement shall not create between the Parties a joint venture, partnership, or any other relationship of association.

8. No Grant of Agency.

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this Agreement, to bind the other Party to any obligation whatsoever.

9. Termination.

- a) CITY's termination rights:
 - (i) CITY may terminate this Agreement if the DISTRICT breaches any material term of this Agreement. CITY shall provide DISTRICT with written notice of the breach and provide a thirty (30) day opportunity for DISTRICT to cure such breach. If DISTRICT fails to cure the breach within the thirty (30) day period, City may terminate this

Agreement upon written notice to DISTRICT.

- b) DISTRICT's termination rights:
 - (i) DISTRICT may terminate this Agreement if the CITY breaches any material term of this Agreement. DISTRICT shall provide CITY with written notice of the breach and provide a thirty (30) day opportunity for CITY to cure such breach. If CITY fails to cure the breach within the thirty (30) day period, DISTRICT may terminate this Agreement upon written notice to CITY.
- c) CITY and DISTRICT's termination rights:

Either Party may terminate this Agreement immediately upon giving written notice to the other Party if advised that funds are not available from external sources for this Agreement or for any portion hereof, or if funds are not appropriated or are reduced by the City Council of the CITY or the Board of Education of the DISTRICT for this Agreement or any portion hereof.

If this Agreement is terminated under any of the conditions above, the Parties shall only be reimbursed for services provided up to the effective date of termination.

10. Authority.

The persons signing this Agreement for each Party hereby represent and warrant that they are fully authorized to sign this Agreement on behalf of their Party and to bind their Party to the performance of its obligations hereunder.

11. Non-Waiver.

Waiver of any breach of, or default under, this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

12. Entire Agreement; Modification.

This Agreement contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this Agreement and any other agreement or understanding executed by the Parties subsequent to the commencement of this Agreement, the terms of this Agreement shall prevail and be controlling unless such other agreement expressly provides to the

contrary.

13. Assignment Prohibited.

Neither Party may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

14. Severability.

If any term, covenant, or condition of this Agreement is held to by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

15. Governing Law.

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California, the state in which the Agreement is signed.

16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. Captions.

The headings or captions contained in this Agreement are for identification purposes only and shall have no effect upon the construction or interpretation of this Agreement.

18. Ambiguities.

The Parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either Party.

19. Exhibits.

All exhibits and attachments referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

CITY OF SACRAMENTO
A Municipal Corporation

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

BY:

Print Name: _____

Print Title: _____

Date: _____

Print Name: _____

Print Title: _____

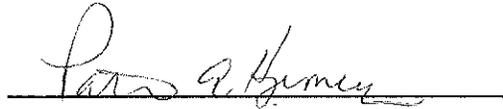
Date: 9/16/10

For: Gus Vina, Interim City Manager

APPROVED AS TO FORM:



Michael T. Sparks
Senior Deputy City Attorney



Patricia A. Hagemeyer
Chief Business Officer

ATTEST:

SAMI-00155

City Clerk

Attachments

- Exhibit A – Authorized Representatives
- Exhibit B – Scope of Services
- Attachment 1 to Exhibit B – Program Parameters
- Exhibit C – Fiscal Responsibilities
- Exhibit D – Standard Site Operating Agreement
- Attachment 1 to Exhibit D- School-START Check List
- Exhibit E – Schools Insurance Authority Memorandum of Understanding

Handwritten initials and date: JH 9/24/10

EXHIBIT A

AUTHORIZED REPRESENTATIVES

CITY OF SACRAMENTO:

Brian Fitzgerald
Recreation Superintendent
Sacramento START
City of Sacramento
5735 47th Avenue
Sacramento CA 95824
(916) 808-6196
(916) 808-1214 (fax)
bfitzgerald@cityofsacramento.org

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT:

Zenae Scott
Coordinator II,
Youth Development Support Services Department/After School Services
5735 47th Avenue
Sacramento CA 95824
(916) 643-7994
(916) 643-9469 (fax)
zenae-scott@sac-city.k12.ca.us

EXHIBIT B

SCOPE OF SERVICES

A. CITY's Responsibilities

1. Provide an after-school literacy and enrichment program at one (1) of the DISTRICT's elementary school sites in compliance with the California Department of Education After School Education and Safety (ASES) Program requirements for an after-school program, including but not limited to:
 - a. An educational and literacy component whereby tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
 - b. An educational enrichment component, which may include, but is not limited to, fine arts, recreation, physical fitness, and prevention activities. Such activities might involve the arts, music, physical activity, health promotion, and general recreation, community service-learning, and other youth development activities based on student needs and interests.
 - c. Operate a minimum of three (3) hours a day on every day and until at least 6:00 PM for regular school days, and operate a minimum of three (3) hours per day for summer and/or intersession and/or off-track days.
2. Operate at the school listed in Attachment 1 to Exhibit B. The program will operate only during the regular school year for students attending the regular school day and/or who are on track, unless program parameters are indicated in Attachment 1 for a summer and/or intersession and/or off-track program.
3. Furnish a paid full-time Program Supervisor who shall provide leadership in program development and implementation for all entities participating in the program, and provide overall direction to the program. The CITY shall provide resources and support staff for the Program Supervisor as the CITY deems appropriate.
4. Employ a Site Director for each participating school site, who shall supervise paid staff and volunteers at that site. Approval of the school principal is required before hiring or assigning a Site Director to a particular school, but approval is not required before promoting, removing, transferring, demoting, terminating or not rehiring a Site Director.
5. Hire or contract with other employees and/or consultants to sufficiently and effectively operate the program including an Academic Alignment Coach.

6. Ensure that all staff members who directly supervise students meet the District's minimum qualifications for instructional aides.
7. Except as otherwise provided herein or subsequently agreed to in writing by both the DISTRICT and CITY, all personnel employed in the Sacramento START program shall be CITY employees, and all volunteers participating shall provide their volunteer services to the CITY. No volunteers may participate in the START program without first complying with all CITY requirements. Employees and volunteers shall be subject to all CITY personnel policies and hiring requirements (including background check and tuberculosis test).
8. Maintain a student-to-staff ratio of no more than 20 to 1.
9. Be solely responsible for all matters of employment and personnel administration, including but not limited to hiring, scheduling, wages and salaries, benefits, worker's compensation costs, unemployment costs, employee discipline, fingerprinting, TB testing and termination.
10. Develop a set of Program Parameters in partnership with the DISTRICT (Attachment 1 to Exhibit B) which includes the number of days of operation, the number of hours of operation on each day, the number of students in attendance on any day, and specific programmatic, staffing and fiscal elements.
11. Invoice the DISTRICT as described in Exhibit C.
12. Provide an afternoon snack to program participants that meet the standards identified in Education Code section 49430.
13. Prepare the annual evaluation of the program as required by the California Department of Education and submit it to the DISTRICT.
14. Maintain student enrollment and attendance within the parameters specified in Attachment 1 to Exhibit B. Student days of attendance will be monitored and adjustments made in order to ensure that the program maximizes all funding reimbursements yet does not exceed available funding.
15. Maintain at least 85% attendance (77 of 90 students) as described in Attachment 1 to Exhibit B.

B. DISTRICT Responsibilities

1. Provide facilities at the school site at no charge to the CITY. Facility space needs to include at least one classroom for every cluster of 20 students;

multi-purpose room for large gatherings of students and the distribution and eating of snacks; outside play space; parking space for program employees and volunteers; restrooms for students, employees and volunteers; office space for the site director; and storage space for program supplies/materials.

2. Provide custodial services at no charge to the CITY and coordinate those services with the CITY for the mutual benefit of the school and the START program.
3. Comply with the Standard Site Operating Agreement (Exhibit D). The Standard Site Operating Agreement describes the responsibility for each school principal and Sacramento START for coordinating the regular school program with the START after-school program and for providing the necessary resources and communications to provide an effective program. The DISTRICT shall ensure that each principal sign the Site Operating Agreement, and the DISTRICT shall ensure compliance with the agreement by its principals. The Standard Site Operating Agreement is an integral component of this Agreement.
4. Pay the CITY as described in Exhibit C.
5. If requested by CITY, District shall assist in recruiting the Academic Alignment Coach, preferably from the ranks of Ethel I. Baker Elementary School's classroom teachers, to work for CITY.
6. Cooperate with CITY in the performance of the evaluation as required by the California Department of Education. The DISTRICT agrees to take the lead in obtaining the permission of the students' parents or guardians to release any necessary information to the CITY. The CITY, the CITY's evaluator, and the DISTRICT agree to protect the privacy of student information in a manner that would not identify individuals and complies with state and federal law. The CITY will share preliminary and final results of the evaluation with the DISTRICT.
7. Provide program registration forms which meet both DISTRICT and CITY requirements/needs.
8. Submit all required reports to the California Department of Education, advise and train CITY staff on the After School Education and Safety Program grant requirements, and serve as a liaison between the CITY and the California Department of Education to answer questions related to compliance with the grant's requirements.
9. If attendance is not as high as the DISTRICT desires, the DISTRICT shall work with the CITY to jointly market the program to students and their families.

10. Help recruit students into the program and provide the program access to participant parents. Work with the CITY to develop an effective After School Program marketing and recruitment component to attract students into the program.
11. Allow CITY staff working in the Sacramento START program to participate in any DISTRICT-sponsored or DISTRICT-authorized training that would be relevant to the successful operation of the program.
12. Designate a school staff person to work directly with the site director for program planning, staff hiring assistance and to address any implementation issues.
13. Help recruit program staff among school site staff and parents.
14. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
15. Help provide parents/student forums for the program so that program staff can announce the program, recruit students into the program, obtain feedback from the parents on their opinion of the program, and for other purposes, as requested by the CITY.

C. Other Provisions

1. Students attending a START after-school or intersession program must be enrolled at and attending the school during the regular school day where the program is operating. For START's summer school, the student must be enrolled in, and intend to return in the fall to, the school for which the program is funded.
2. A student may attend a START program at a school in which the student is not enrolled and attending after first having obtained the preliminary approval by the CITY.
3. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference. The document is attached as Exhibit E.
4. Site Substitution, Site Additions, Additional Sites.

- a. Any request by the DISTRICT to make a change in school sites from those listed in this Agreement, or its amendments, must first be approved by the CITY. All school site changes initiated by the DISTRICT require a separate negotiated agreement that will be an amendment to this Agreement. A separate Program Parameters and Site Operating Agreement shall be negotiated under such circumstances.
- b. The DISTRICT shall notify CITY by March 1 each year of those sites approved for a summer program but which will temporarily not be able to operate a summer program due to construction at the site or for any other reason. The DISTRICT must work with CITY to either find an alternate site or to assist in the notification of students and their families that an expected summer program will not take place.

Attachment 1 to Exhibit B

Sacramento City Unified School District

Fiscal Year 2009-2011

Regular or On Track Program

City of Sacramento To Provide	Ethel I. Baker
Student spaces (up to maximum per day)	90
Program days (up to maximum per year)	180
Program hours (up to maximum per 5-day week)	18
Program Leaders (up to maximum at 1 for 20 students)	5
Site Directors	1

EXHIBIT C

FISCAL RESPONSIBILITIES

1. The DISTRICT shall administer the funds received from various Federal and State agencies; solicit funding and donations from the broader community including businesses; provide funding from its General Fund, including in-kind resources; and provide overall fiscal management of the program.
2. The DISTRICT shall be solely responsible to the California Department of Education (CDE) for communication with CDE and for compliance with CDE requirements relative to the DISTRICT's grant from CDE.
3. The CITY shall not be responsible for providing any monetary contributions from CITY-generated resources as a financial contribution to the START program. The only in-kind contribution that the CITY will contribute is the value of the snack program and the value of any labor expended by CITY's volunteers. If the DISTRICT desires that the CITY provide a value of this in-kind contribution to the program, the DISTRICT shall give the CITY at least thirty (30) days notice before the retention and collection of information can begin.
4. In the event of unforeseen financial difficulties resulting from reductions in funding from any of the sources used by the CITY to operate the Sacramento START program, or due to a lack of or a reduction in appropriation by the Sacramento City Council, the CITY may negotiate with the DISTRICT to revise this Agreement or terminate this Agreement as provided in paragraph 9(c.) of the Terms and Conditions section of this Agreement.
5. CITY Invoicing:
 - a. The CITY shall submit invoices to the DISTRICT as follows:
 - (i) October 15, 2010: \$89,100 for services rendered during the 2009-2010 school year and \$23,750 for services rendered during the first quarter of the 2010-2011 school year, for a total of \$112,850.
 - (ii) January 15, 2011:, \$23,750 for services rendered during the second quarter of the 2010-2011 school year, for a total of \$23,750.
 - (iii) April 15, 2011 \$23,750 for services rendered during the third quarter of the 2010-2011 school year, for a total of \$23,750.
 - (iv) July 15, 2011: \$23,750 for services rendered during the fourth quarter of the 2010-2011 school year, for a total of \$23,750.

- b. The above payments shall be due within thirty (30) days of when the DISTRICT receives the invoice.
- c. CITY will not invoice nor collect funds from any third party on behalf of DISTRICT.

EXHIBIT D

STANDARD SITE OPERATING AGREEMENT

1. Introduction.

This Standard Site Operating Agreement ("Agreement") applies to all school sites that are subject to the START Agreement between the City and the District. The Principal of each school site ("School") shall have the option of appointing a liaison to act on his/her behalf ("Representative") between the School and the City's START Site Director. If this occurs, the Site Director shall be notified who the Representative is and shall communicate directly with the Representative. All references to Principal in this Agreement shall refer either to the School Principal or to his/her Representative. The City shall also appoint a Program Supervisor to supervise the Site Director, to act a liaison with the Sacramento START program, and to coordinate relations between the School and the Site Director.

The Principal, Program Supervisor, Site Director, and District After School Coordinator of Ethel I. Baker Elementary School shall review and initial the checklist attached as Attachment 1 to Exhibit D.

2. Safety.

Principal shall provide copies of emergency procedures and evacuation plans to the START Site Director. START Site Director will ensure that all site staff read and understand these emergency procedures and evacuation plans prior to the beginning of the program.

Principal shall, if possible, include START staff in any safety training programs and instruct them in operation of the school's emergency notification system and how to announce an emergency.

START staff shall be required to participate in regularly scheduled drills and to remain fully educated about the emergency operations.

Principal shall supply critical incident information about any security or safety issues that may impact the site program or START staff as soon as possible to the Site Director.

In the event an emergency occurs after the School office is closed, or during a period when START is hosting a special event, the Principal or his/her representative will provide information to the Site Director regarding emergency notification procedures and telephone numbers.

Principal shall supply to the Site Director by the end of the school day a list of those students absent or released early from school. START's preference would be to receive this list one hour prior to the start of the program for entry into the attendance reporting module.

3. School Alignment.

Principal shall work with the Site Director to identify students who are in the most need of an after school literacy program and together they shall work to ensure those children are given priority enrollment. One suggested methodology is that students with the lowest test scores shall be invited first to participate in START then work up through the test scores from lowest to highest until all available spaces in the START program are filled. Another method may be that classroom teachers are asked to recommend students they think would benefit from START. Any other agreed upon methodology will be acceptable provided the START program serves those students who are in most need of an after school program. The available space in the START program is based on the Program Leader to student ratio which is 20:1.

Principal shall inform other teachers and staff of the START program and activities and obtain information that will connect the START program to the regular school program and curricula.

Principal shall allow and assist the START staff in conducting at least three family nights throughout the school year. The family nights will take place in the evening, and the Principal shall inform other teachers and staff of the family nights.

Principal, START Site Director, and Academic Alignment Coach shall coordinate the needs of specific children based on an agreed upon criteria such that the child receives the program that will best enhance his/her learning capacity and skills. Periodic updates shall occur such that START provides a program that best meets the needs of the student.

Within District guidelines, START shall work with the District After School Coordinator to obtain necessary data for measuring outcome goals or to support student success in programs. This information shall be used by START to design programs for the benefit of the student and to compile program evaluation data required by California Department of Education.

START shall provide feedback to the Principal and School staff regarding the evaluation outcomes and results found by the START program.

The School shall provide the following information for all START students quarterly that includes the student identification number, track, classroom teacher name, classroom number, gender, ethnicity, and languages spoken at home in order to satisfy the grant funding requirements, and program, operational and evaluation requirements.

Principal shall provide regular notification of the names of START students who withdraw from school, and when available, forwarding address information for purposes of conducting an exit interview survey.

4. Operation.

Principal has been informed of the number of students and days of operation for the START program and agrees with these budgeted numbers.

Principal and Site Director shall cooperate in recruiting and sustaining students in order to achieve the budgeted numbers. The Site Director will notify the Principal when actual attendance consistently drops below the estimated numbers.

Principal and Site Director shall coordinate efforts to ensure that subsequent vacancies are filled as soon as they occur.

Only students attending the regular day program shall be allowed to participate in that site's after school program. If a student has any unusual circumstance whereby he/she wants or needs to attend an after school program at another site, the Principal and START shall assist a student's parents or guardians in preparing and submitting a waiver request to CDE indicating these unusual circumstances and how the District and START will facilitate communication between the student's regular day teachers and the START staff at the alternate site and how the student will safely travel from the regular day school to the after school location.

5. Staff.

Principal will be involved in START's selection process of the Site Director.

If requested by City, Principal shall help recruit an Academic Alignment Coach preferably from the ranks of the School's classroom teachers.

Principal can assist START in the recruitment of START staff by encouraging and recommending that school instructional aides become START employees.

Principal and Site Director shall share information regarding work schedules for those persons employed by both the School and START.

Any behavioral issues arising with a START staff person must be communicated to the Program Supervisor staff member who shall immediately be involved in investigating the issue and take remedial action.

6. Communications.

The Site Director shall immediately address any concerns on the part of parents, teachers, employees, students, or neighbors regarding the operations of the START program and District's After School Staff. This may involve direct communication with the Principal or his/her designee, the Program Supervisor or other appropriate person. Both the Principal and Site Director shall immediately communicate to the other any issue as it arises so that it may be adequately addressed and resolved.

The Site Director shall have a designated mailbox or area for distribution of mail, faxes, deliveries, or other similar items. The Site Director shall check this area frequently for items to prevent any overflow and to maintain a tidy workspace.

The Site Director shall have access to school communications such as bulletin boards, newsletters, mail, handouts, etc. with which to promote the START program and activities. The START Program Supervisor shall review for appropriateness all items for distribution prior to posting. The Site Director shall also get permission from the Principal prior to distribution.

The Site Director shall have a meeting with the Principal at least once a month to discuss current events, site functions, and to touch basis on any other item.

The School shall allow a START sign on the exterior of the building and a banner announcing open enrollment.

7. School Facilities.

The School shall provide daily access to classrooms for each cluster of up to 20 START students and daily access to the multipurpose room. By the end of the first week of START operation, the Principal and Site Director shall identify and agree upon which classrooms and facilities on the school campus the START program will regularly occupy, without the need to obtain any School or District permission to use the space.

The School shall provide workspace for the Site Director for completion of certain administrative duties including a secure, lockable location for a computer, provided by START, with no internet access. The School shall also provide a secure storage place for supplies and other program related materials that can be accessible before, during, and after the START program.

The START program shall receive preference in reserving school facilities for meetings, performances, special events, and similar activities once school needs have been identified. Any changes in either schedule should be immediately communicated to the other party so that adequate coordination of school facilities is maintained.

Principal understands that occasionally START will request access to facilities such as the multi-purpose room for evening activities such as registration, parent meetings, etc.

General school amenities shall be provided to the START program such as restrooms, water fountains, onsite parking, etc. during program operations.

START shall ensure that the assigned classrooms, workspaces, storage areas, and other areas which the START program occupies shall be left clean, tidy and free of any debris or remaining supplies.

Custodial services will be coordinated for the mutual benefit of the school and the START program.

Principal will assist the Site Director in ensuring replenishment of supplies for the restroom facilities in the hour prior to the beginning of the START program.

8. Program Coordination.

Principal shall coordinate with the Site Director on the development of the START program calendar. The school calendar should mirror the START calendar including the first and last days, school holidays, summer and intersession schedules (if applicable), and any other factors affecting the program. Special activities such as minimum day schedules, open house, parent-teacher conferences, special events, construction or repair work, etc. should be noted.

In the event the school calendar should change for any reason which could result in the need to change the START operation, the Principal shall provide a two-week written notification to the Site Director in order that START parents can be notified of the change in schedule.

The Site Director shall provide to the Principal the final calendar for START operation.

The Site Director shall give the Principal notification of any change in the START program schedule at least one week in advance. Notification should also be made of special events and field trips sponsored by START.

Principal and Site Director shall coordinate a system for the smooth transition of students from the regular school program to the after school program to ensure that all students are accounted for and identified.

9. Snack Program.

The Principal and Site Director shall agree on a regular and appropriate location for serving and eating snacks.

The Principal and Site Director shall agree on a secure and accessible location for storing snack items.

If START provides it own snacks, the Principal agrees to allow the snack to be delivered to the site during non START hours and stored for later use. If START staff is not on campus at the time of the snack delivery, the Principal agrees to put the delivery invoice in the Site Director's START box.

10. Acknowledgment of Receipt.

By initialing below, the Principal, Program Supervisor, Site Director, and SCUSD After School Coordinator each acknowledge that he or she has received, read, and understood this Standard Site Operating Agreement.

Initials

ATTACHMENT 1 TO EXHIBIT D

School – START Check List

- ___ Copies of School emergency procedures to START Site Director
- ___ School emergency procedures read by all START staff
- ___ Daily attendance is supplied from the School prior to the end of the school day
- ___ Students with the greatest need are targeted for START participation
- ___ Needs of specific students are coordinated with the regular school program
- ___ Evaluation data is provided to START and/or START evaluator
- ___ Communication lines between START and School and District remain open and flowing
- ___ Demographic data for START students is provided quarterly
- ___ Notification of students withdrawn from School are passed to START
- ___ Program attendance is maximized by replacing students dropped when necessary
- ___ Principal has approved the Site Director selection
- ___ Principal has chosen and supports an Academic Alignment Coach
- ___ Site Director has a designated workspace and mailbox
- ___ Phone line designated for START use has been installed
- ___ Classrooms have been identified for the START program
- ___ START calendar development has been approved by Principal and START
- ___ START has received the School calendar
- ___ Designated space for the storage and serving of daily snack has been identified
- ___ Operating agreement has been read and signed by Principal, Program Supervisor, Site Director and District After School Coordinator.

Initials
 P. P.S. S.D. SCUSD

Exhibit E

Schools Insurance Authority Memorandum of Understanding

Memorandum of Understanding
City of Sacramento
Schools Insurance Authority
Hold Harmless and Indemnification Provisions

Introduction

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

Purpose

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto (Only used when applicable to agreement)

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

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D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

Term

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

Amendments

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.



City of Sacramento

3/22/07

Date



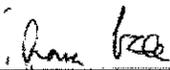
Schools Insurance Authority

5/31/01

Date

APPROVED AS TO FORM:

ATTEST:



City of Sacramento



CITY CLERK

CITY
AGREEMENT NO. 2001-050