

RESOLUTION NO. 2011-535

Adopted by the Sacramento City Council

September 27, 2011

APPROVING AGREEMENTS WITH ELK GROVE UNIFIED SCHOOL DISTRICT FOR START PROGRAM

BACKGROUND

- A. The Department of Parks and Recreation has operated the START (Students Today Achieving Results for Tomorrow) after-school literacy and enrichment program since 1996.
- B. The City has operated the START program at up to eight elementary schools, including John Reith and Isabelle Jackson, in the Elk Grove Unified School District (Elk Grove) as a direct grant recipient from the California Department of Education (CDE) and/or as a contractor for many years.
- C. Elk Grove is now the direct grant recipient from CDE for the after-school program at their elementary schools. Based on a competitive process, Elk Grove selected the City to continue to operate the START program at John Reith and Isabelle Jackson on a contract basis. Elk Grove will pay the City's full direct costs of operating the programs, up to a total of \$284,571 in Fiscal Year (FY) 2011/12, with CDE funds. No additional General Fund appropriation for START is required to perform the services under the proposed agreements.
- D. During the next few years Elk Grove may choose to extend the agreements for subsequent fiscal years, increase or decrease the cost paid per student, change the number of students to be served at any particular school or change other operational requirements. In addition, because the City has experience operating the START program at up to eight Elk Grove elementary schools, Elk Grove may request the City to operate the START program at additional schools or to substitute schools.

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

- Section 1. The City Manager or designee is authorized to execute two agreements and any other related documents with the Elk Grove Unified School District (Elk Grove) as necessary for the City's Sacramento START program to continue to operate the after-school program at John Reith and Isabelle Jackson Elementary Schools and be reimbursed by Elk Grove up to a total of \$284,571 in Fiscal Year (FY) 2011/12.
- Section 2. The City Manager or designee is authorized to enter into any amendments or new agreements with Elk Grove for operation of the START program at John Reith or Isabelle Jackson through June 30, 2015, subject to approval as to form

by the City Attorney, which may extend the term, change the cost paid per student, change the number of students to be served at any particular school or change other operational requirements, as long as any amendment or new agreement does not increase the maximum payment to the City by more than \$300,000 and the additional services can be provided by the START program and fully funded with Elk Grove's payments.

Section 3. The City Manager or designee is authorized to enter into any new agreements with Elk Grove for operation of the START program through June 30, 2015, subject to approval as to form by the City Attorney, which may expand the number of schools or substitute schools where the START program is operated if the new agreements contain substantially the same contract terms and conditions as the agreements described in Section 1 and the START program is fully funded with Elk Grove's payments so that no additional General Fund appropriation is required to perform the services under the new agreements.

Section 4. The City Manager or designee is authorized to adjust the operating revenue and expenditure budgets as necessary to implement the agreements with Elk Grove.

Section 5. The agreements described in Section 1 are attached as Exhibit A and Exhibit B and made a part of this Resolution.

Table of Contents:

Exhibit A - Agreement for John Reith

Exhibit B - Agreement for Isabelle Jackson

Adopted by the City of Sacramento City Council on September 27, 2011 by the following vote:

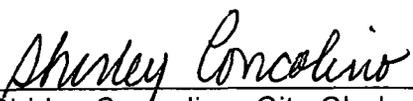
Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

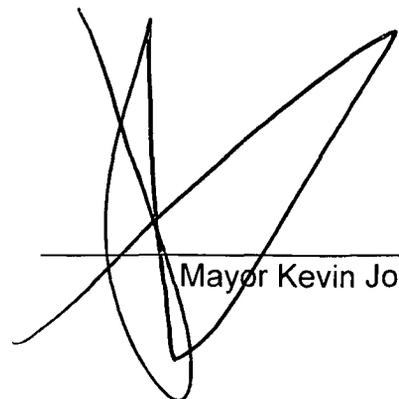
Noes: None.

Abstain: None.

Absent: None.

Attest:


Shirley Concolino, City Clerk



Mayor Kevin Johnson

PROJECT NAME: Sacramento START Program – Elk Grove Unified School District
DEPARTMENT: Parks and Recreation

CITY OF SACRAMENTO

AGREEMENT

THIS AGREEMENT is made and entered into as of this First day of July, 2011, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY," and Elk Grove 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

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 2011-2012, regular school year, for on-track and/or regular school day students only, at the schools identified in Exhibit B, as well as a summer and/or intersession and/or off-track program only at those schools identified separately 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.

The DISTRICT shall pay the CITY for services rendered pursuant to this Agreement in the amount, at the times and in the manner set forth in Exhibit C. Should there be any costs incurred by the CITY over and above the agreed amounts in Attachment 1 to Exhibit B, the DISTRICT agrees to pay within 30 days of the invoice date the amount billed by the CITY for these additional costs with advance District approval of the additional cost.

4. Term of Agreement.

This Agreement shall cover the period of July 1, 2011, to June 30, 2012.

5. Prior Agreements.

The CITY and DISTRICT acknowledge there are no existing agreements between the parties that affect 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 governing Board 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

ELK GROVE UNIFIED
SCHOOL DISTRICT

BY:

Print Name: _____

Print Name: _____

Print Title: _____

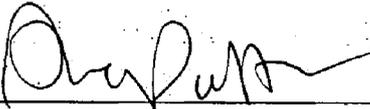
Print Title: _____

Date: _____

Date: _____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:



Sheryl Patterson
Senior Deputy City Attorney

Rich Fagan
Associate Superintendent of Finance
and School Support

ATTEST:

City Clerk

Attachments

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT:

Mark Vigario
Director of Learning Support Services
9510 Elk Grove-Florin Road
Elk Grove CA 95624
(916) 686-7712
(916) 686-5095 (fax)
mvigario@egusd.net

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 schools 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.

6. Ensure that all staff members who directly supervise students shall meet the minimum qualifications for a Paraeducator in the DISTRICT.
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 nutrition standards identified in Section 49430 of the Education Code.
13. Prepare the annual evaluation of the program as required by the California Department of Education and submit it to the DISTRICT.
14. Make a good faith effort to keep student enrollment and attendance as close to and within the agreed upon parameters as outlined 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. Contract an Academic Alignment Coach from the ranks of the school's certificated teachers to provide curriculum alignment and site staff support.

B. DISTRICT Responsibilities

1. Provide facilities at the school site at no charge to the CITY. Facility space

requirements 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. Support the development of educational curricula, materials and training that can benefit the educational outcomes component of the school sites.
6. If requested by CITY, District shall assist in recruiting an Academic Alignment Coach from the ranks of the school's certificated teachers to work for CITY and ensure that the Academic Alignment Coach fulfills his/her obligations in support of the START program.
7. 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. The CITY will share preliminary and final results of the evaluation with the DISTRICT.
8. Provide program registration forms which meet both DISTRICT and CITY requirements/needs.
9. 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.

10. 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.
11. 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.
12. 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.
13. Designate a school staff person to work directly with the site director for program planning, staff hiring assistance and to address any implementation issues.
14. Help recruit program staff among school site staff and parents.
15. 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.
16. 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. The CITY cannot be a Supplemental Educational Services (SES) provider at this school site.
2. 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.
3. A student may attend a START program at a school in which the student is not enrolled and attending after having obtained the approval by the DISTRICT and the CITY.
4. 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.

5. 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

**Attachment 1 - page 1
Elk Grove Unified School District
Fiscal Year 2012**

Regular or On Track Program		
City of Sacramento To Provide	John Reith	
Student spaces per grant (up to maximum per day)	140	
Program days (up to maximum per year)	175	
Program hours (up to maximum per 5-day week)	19	
Program Leaders (up to maximum at 1 for 20 students)	7	
Site Directors	1	
Summer Program		
City of Sacramento To Provide	John Reith	
Student spaces (up to maximum per day)	0	
Program days (up to maximum per year)	0	
Program hours (up to maximum per 5-day week)	0	
Program Leaders (up to maximum at 1 for 20 students)	0	
Site Directors	0	
Intersession/Off Track Program		
City of Sacramento To Provide	John Reith	
Student spaces (up to maximum per day)	0	
Program days (up to maximum per year)	0	
Program hours (up to maximum per 5-day week)	0	
Program Leaders (up to maximum at 1 for 20 students)	0	
Site Directors	0	

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, at its option, reduce the scope of the program by reducing the number of schools, number of students in attendance, days of operation, hours of operation, any program element, or any combination thereof, including complete termination of 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 by October 25 for services provided in July, August and September; by January 25 for services provided in October, November and December; by April 25 for services provided in January, February and March; and by July 25 for services provided in April, May and June. Invoices will align with the approved budgets in Attachment 1 to Exhibit C. The CITY is authorized to invoice for up to \$145,065.11 for program operation.
 - b. The above invoices shall be paid by DISTRICT 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.

Attachment 1 to Exhibit C

Reith	MOU = 140														
Grant Award \$152,325.00				12	21	21	16	13	20	18	23	16	15		175
Salaries	wage	Worked	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
Site Director	18.68	6.41		1436.87	2514.51	2514.51	1915.82	1556.60	2394.78	2155.30	2753.99	1915.82	1796.08		20954.29
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Program Leader	15.10	4.68		848.02	1484.03	1484.03	1130.69	918.68	1413.36	1272.02	1625.36	1130.69	1060.02		12366.90
Benefits	0.20			1474.60	2580.54	2580.54	1966.13	1597.48	2457.66	2211.89	2826.31	1966.13	1843.24		21504.52
Total Salaries & Benefits			0.00	8847.57	15483.25	15483.25	11796.76	9584.87	14745.96	13271.36	16957.85	11796.76	11059.47	0.00	129,027.11
Expenses															
Academic Alignment Coach	Contract			274.29	480.00	480.00	365.71	297.14	457.14	411.43	525.71	365.71	342.86	0.00	4000.00
Site Incentives	\$4/student														476.00
3 Family Night Events	\$2/student														714.00
Year End Event	\$5/student														595.00
Printing & Duplicating															500.00
Materials & Supplies				180.00	315.00	315.00	240.00	195.00	300.00	270.00	345.00	240.00	225.00		2625.00
Program Admin @ 5%				488.78	855.36	855.36	651.70	529.51	814.63	733.17	938.82	651.70	610.97		7128.00
Total Expenses															16,038.00
Salaries & Expenses															145,065.11

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 of each School and the DISTRICT After School Coordinator 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, the Principal shall provide the START staff or evaluators significant information necessary for measuring outcome goals or to support student success in programs. The request has been approved by the District and is part of an overall plan for regular tracking and sharing of student test results, monthly academic achievement benchmarks, grade level promotion and retention reports, suspensions and expulsions, and other behavior reports for START students. 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.

Principal shall recruit an Academic Alignment Coach from the ranks of the School's certificated teachers.

Principal can assist START in the recruitment of START staff by encouraging and recommending school paraeducator staff to become a START employee.

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 its 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 DISTRICT After School Coordinator each acknowledge that he or she has received, read, and understood this Standard Site Operating Agreement.

Initials

P. _____

P.S. _____

S.D. _____

EGUSD

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 and Site Director and DISTRICT After School Coordinator.

Initials

P.

P.S.

S.D.

EGUSD

PROJECT NAME: Sacramento START Program – Elk Grove Unified School District
DEPARTMENT: Parks and Recreation

CITY OF SACRAMENTO

AGREEMENT

THIS AGREEMENT is made and entered into as of this First day of July, 2011, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY," and Elk Grove 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

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 2011-2012 regular school year, for on-track and/or regular school day students only, at the schools identified in Exhibit B, as well as a summer and/or intersession and/or off-track program only at those schools identified separately 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.

The DISTRICT shall pay the CITY for services rendered pursuant to this Agreement in the amount, at the times and in the manner set forth in Exhibit C. Should there be any costs incurred by the CITY over and above the agreed amounts in Attachment 1 to Exhibit B, the DISTRICT agrees to pay within 30 days of the invoice date the amount billed by the CITY for these additional costs.

4. Term of Agreement.

This Agreement shall cover the period of July 1, 2011, to June 30, 2012.

5. Prior Agreements.

The CITY and DISTRICT acknowledge there are no existing agreements between the parties that affect 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 governing Board 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

**ELK GROVE UNIFIED
SCHOOL DISTRICT**

BY:

Print Name: _____

Print Title: _____

Date: _____

For: John F. Shirey, City Manager

Print Name: _____

Print Title: _____

Date: _____

APPROVED AS TO FORM:



Sheryl Patterson
Senior Deputy City Attorney

Rich Fagan
Associate Superintendent of Finance
and School Support

ATTEST:

City Clerk

Attachments

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT:

Mark Vigarío
Director of Learning Support Services
9510 Elk Grove-Florin Road
Elk Grove CA 95624
(916) 686-7712
(916) 686-5095 (fax)
mvigario@egusd.net

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 schools 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.

6. Ensure that all staff members who directly supervise students shall meet the minimum qualifications for a Paraeducator in the DISTRICT.
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 nutrition standards identified in Section 49430 of the Education Code.
13. Prepare the annual evaluation of the program as required by the California Department of Education and submit it to the DISTRICT.
14. Make a good faith effort to keep student enrollment and attendance as close to and within the agreed upon parameters as outlined 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. Contract an Academic Alignment Coach from the ranks of the school's certificated teachers to provide curriculum alignment and site staff support.

B. DISTRICT Responsibilities

1. Provide facilities at the school site at no charge to the CITY. Facility space

requirements 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. Support the development of educational curricula, materials and training that can benefit the educational outcomes component of the school sites.
6. If requested by CITY, District shall assist in recruiting an Academic Alignment Coach from the ranks of the school's certificated teachers to work for CITY and ensure that the Academic Alignment Coach fulfills his/her obligations in support of the START program.
7. 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. The CITY will share preliminary and final results of the evaluation with the DISTRICT.
8. Provide program registration forms which meet both DISTRICT and CITY requirements/needs.
9. 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.

10. 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.
11. 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.
12. 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.
13. Designate a school staff person to work directly with the site director for program planning, staff hiring assistance and to address any implementation issues.
14. Help recruit program staff among school site staff and parents.
15. 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.
16. 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. The CITY cannot be a Supplemental Educational Services (SES) provider at this school site.
2. 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.
3. A student may attend a START program at a school in which the student is not enrolled and attending after having obtained the approval by the DISTRICT and the CITY.
4. 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.

5. 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

**Attachment 1 - page 1
Elk Grove Unified School District
Fiscal Year 2011-2012**

Regular or On Track Program		
City of Sacramento To Provide	Isabelle Jackson	
Student spaces (up to maximum per day)	82	
Program days (up to maximum per year)	223	
Program hours (up to maximum per 5-day week)	18	
Program Leaders (up to maximum at 1 for 20 students)	4	
Site Directors	1	
Summer Program		
City of Sacramento To Provide	Isabelle Jackson	
Student spaces (up to maximum per day)	0	
Program days (up to maximum per year)	0	
Program hours (up to maximum per 5-day week)	0	
Program Leaders (up to maximum at 1 for 20 students)	0	
Site Directors	0	
Intersession/Off Track Program		
City of Sacramento To Provide	Isabelle Jackson	
Student spaces (up to maximum per day)	15	
Program days (up to maximum per year)	223	
Program hours (up to maximum per 5-day week)	18	
Program Leaders (up to maximum at 1 for 20 students)	1	
Site Directors	0	

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, at its option, reduce the scope of the program by reducing the number of schools, number of students in attendance, days of operation, hours of operation, any program element, or any combination thereof, including complete termination of 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 by October 25 for services provided in July, August and September; by January 25 for services provided in October, November and December; by April 25 for services provided in January, February and March; and by July 25 for services provided in April, May and June. Invoices will align with the approved budgets in Attachment 1 to Exhibit C. The CITY is authorized to invoice for up to \$117,931.40 for Base Grant program operation and \$21,572.82 for supplemental grant program operation.
 - b. The above invoices shall be paid by DISTRICT 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.

Attachment 1 to Exhibit C

Jackson	MOU - 97														0
Grant Award \$166,125.00			10	22	21	21	16	15	20	18	23	21	21	15	223
Salaries	wage	Worked	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
Site Director	18.68	5.98	1116.19	2455.62	2344.00	2344.00	1785.91	1674.29	2232.39	2009.15	2567.24	2344.00	2344.00	1674.29	24891.10
Program Leader	15.10	4.58	691.69	1521.71	1452.55	1452.55	1106.70	1037.53	1383.38	1245.04	1590.88	1452.55	1452.55	1037.53	15424.65
Program Leader	15.10	4.58	691.69	1521.71	1452.55	1452.55	1106.70	1037.53	1383.38	1245.04	1590.88	1452.55	1452.55	1037.53	15424.65
Program Leader	15.10	4.58	691.69	1521.71	1452.55	1452.55	1106.70	1037.53	1383.38	1245.04	1590.88	1452.55	1452.55	1037.53	15424.65
Program Leader	15.10	4.58	691.69	1521.71	1452.55	1452.55	1106.70	1037.53	1383.38	1245.04	1590.88	1452.55	1452.55	1037.53	15424.65
Program Leader	15.10	4.58	691.69	1521.71	1452.55	1452.55	1106.70	1037.53	1383.38	1245.04	1590.88	1452.55	1452.55	1037.53	15424.65
Program Leader	15.10	4.58	691.69	1521.71	1452.55	1452.55	1106.70	1037.53	1383.38	1245.04	1590.88	1452.55	1452.55	1037.53	15424.65
Benefits	0.20		914.93	2012.84	1921.35	1921.35	1463.86	1372.38	1829.65	1646.87	2104.33	1921.35	1921.35	1372.39	20402.87
Total Salaries & Benefits			5489.56	12077.84	11528.08	11528.08	8783.30	8234.34	10979.12	9881.21	12625.99	11528.08	11528.08	8234.34	122417.22
Expenses															
Academic Alignment Coach	Contract		179.37	394.62	376.68	376.68	287.00	269.06	356.74	322.87	412.58	376.68	376.68	269.06	4000.00
Site Incentives	\$4/student														388.00
3 Family Night Events	\$2/student														582.00
Year End Event	\$5/student														485.00
Printing & Duplicating															500.00
Materials & Supplies			200.00	440.00	420.00	420.00	320.00	300.00	400.00	360.00	460.00	420.00	420.00	300.00	4480.00
Program Admin (@ 5%)			299.19	658.22	628.30	628.30	478.71	448.79	598.39	538.55	688.14	628.30	628.30	448.79	6672.00
Total Expenses															17087.00
Salaries & Expenses															139,504.22

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 of each School and the DISTRICT After School Coordinator 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, the Principal shall provide the START staff or evaluators significant information necessary for measuring outcome goals or to support student success in programs. The request has been approved by the District and is part of an overall plan for regular tracking and sharing of student test results, monthly academic achievement benchmarks, grade level promotion and retention reports, suspensions and expulsions, and other behavior reports for START students. 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.

Principal shall recruit an Academic Alignment Coach from the ranks of the School's certificated teachers.

Principal can assist START in the recruitment of START staff by encouraging and recommending school paraeducator staff to become a START employee.

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 its 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 DISTRICT After School Coordinator each acknowledge that he or she has received, read, and understood this Standard Site Operating Agreement.

Initials

P. _____

P.S. _____

S.D. _____

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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 and Site Director and DISTRICT After School Coordinator.

Initials

P.

P.S.

S.D.

EGUSD