

PROJECT NAME: Sacramento START Program – Sacramento City  
DEPARTMENT: Parks and Recreation  
DIVISION: START

## CITY OF SACRAMENTO

### **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY," and the 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. The Parties agree as follows:

WHEREAS, Sacramento START (Students Today Achieving Results for Tomorrow) is a public-private collaboration 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, Federal government, 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 CITY has, or will, obtain various financial resources 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:

### **Representatives**

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

### **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. Neither shall the CITY have any obligation to provide any services until the DISTRICT has signed this Agreement or any Supplemental Agreement.

This Agreement shall cover an after-school program during the 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.

### **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.

### Term of Agreement

This Agreement shall cover the period of July 1, 2006, to June 30, 2009.

At the time this Agreement was executed, the California Department of Education (CDE) had not provided any written assurances that a prior CDE After School Education and Safety (ASES) grant to the CITY, originally awarded for the period of July 1, 2005, to June 30, 2008, would be extended to June 30, 2009. If the ASES grant is not extended and the expiration date is prior to June 30, 2009, the ASES program at DISTRICT schools funded by the grant and operated by CITY will cease operations no later than the date that the grant ends. The ASES program at DISTRICT schools that are part of this grant are noted on Attachment 1 to Exhibit B by the placement of an asterisk (\*) next to the twenty-two (22) school names.

### 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 these agreements shall remain in effect upon execution of this Agreement, but that all services rendered by the CITY during the term of this Agreement shall be governed by this Agreement.

### **Site Operating Agreements**

For each school site described in Exhibit B, the Parties shall execute a Site Operating Agreement, as described in more detail in Exhibit B, that is substantially in the form of the agreement attached to this Agreement as Exhibit D.

### **No Joint Venture**

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

### **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.

### **Termination**

The CITY and DISTRICT may terminate this Agreement for cause immediately upon giving thirty (30) days written notice to the other party should any party materially fail to perform any of the requirements contained in this Agreement, or contained in the individual Site Operating Agreements as described in Paragraph 16 of Exhibit B, in the time and/or manner specified. In the event of such termination neither the CITY nor the DISTRICT has any independent obligation to continue operation of the program.

The CITY may terminate or amend this Agreement upon giving thirty (30) days written notice to the DISTRICT 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 of Sacramento 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 date of termination. There shall be no refund by the CITY of any amounts paid by the DISTRICT as a contribution to the program.

### **Authority**

The person signing this Agreement for the DISTRICT hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of the DISTRICT and to bind the DISTRICT to the performance of its obligations hereunder.

### **Non-Waiver**

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

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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: \_\_\_\_\_

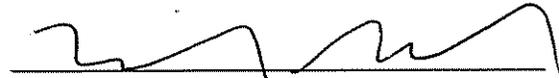
Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

For: Ray Kerridge, City Manager

APPROVED AS TO FORM:

ATTEST:



Michael T. Sparks  
Senior Deputy City Attorney

\_\_\_\_\_  
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 – Sample Site Operating Agreement

## **EXHIBIT A**

### **AUTHORIZED REPRESENTATIVES**

#### **CITY OF SACRAMENTO:**

Andee Press-Dawson  
Recreation Superintendent  
Sacramento START  
City of Sacramento  
8795 Folsom Boulevard, Suite 101  
Sacramento CA 95826  
(916) 808-6196  
(916) 808-1214 (fax)  
apdawson@cityofsacramento.org

#### **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT:**

Philip Moore  
Assistant Superintendent  
5735 47th Avenue  
Sacramento CA 95824  
(916) 643-9430  
(916) 643-9455 (fax)  
philip-moore@sac-city.k12.ca.us

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.

## **EXHIBIT B**

### **SCOPE OF SERVICES**

1. The CITY shall provide an after-school literacy and enrichment program at thirty-seven (37) 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 days and/or off-track days.
2. The program will 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. 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. Any proposed change by the DISTRICT in the sites listed must be accompanied by a written justification for dropping and/or adding each proposed school. Included in the justification must be the rationale for the change, the fiscal ramifications and responsibilities, the written concurrence of the school principal of any school proposed to be added, and any other related issues associated with the proposed change. All changes in sites approved first by the CITY must then be approved by the California Department of Education before the change may take effect.
  - b. The CITY reserves the right to substitute, add or remove sites at its own discretion. Sites added or substituted may or may not be from the same school district. At least thirty (30) days prior to making any change, CITY and

DISTRICT shall meet and confer about the proposed change.

- c. All school site changes initiated by the DISTRICT require a separate negotiated agreement that will be an amendment to this Agreement.
  - d. If the DISTRICT chooses to provide programming which will exceed the parameters identified in Attachment 1 to Exhibit B, or to add sites not included in this Agreement, or to add sites not approved by the California Department of Education, the DISTRICT shall absorb all additional costs from DISTRICT resources in an amount required to fully fund the operating costs such that no additional costs shall be incurred by CITY. A separate Program Parameters and Site Operating Agreement shall be negotiated under such circumstances.
  - e. Except for school closures related to unforeseen circumstance beyond the control of DISTRICT, such as fire, explosion, vandalism, earthquake or flood, the DISTRICT shall notify CITY by March 1 each year of those sites approved by CITY and the California Department of Education for a summer program but which will not be able to operate a summer program due to scheduled construction at the site or for any other reason. The DISTRICT must work with CITY to find an alternate site and to secure approvals from the principals of both the home site and the temporary site for the summer program by April 1. If by April 1 an approved alternate site has not been identified, DISTRICT shall take the lead in communicating with START children and parents the fact that the summer program will be canceled and explaining the reasons for the cancellation. All changes in locations must be approved first by the CITY and then be approved by the California Department of Education.
4. The DISTRICT will work closely with the CITY 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 START program maximizes all funding reimbursements yet does not exceed available funding. If student days of attendance begin to exceed the amount previously agreed upon, the number of students and/or days of operation and/or hours of operation may need to be reduced, or the DISTRICT may need to provide additional funding. If the student days of attendance exceeds the amount previously agreed upon and no prior arrangement has been made between the CITY and the DISTRICT, the CITY will absorb all additional costs.
  5. It is in the best interest of the CITY and the DISTRICT to ensure the success of the after-school program at each of the schools, and to maximize resources and operate programs at schools that meet or nearly meet their maximum targeted student attendance on a regular basis as shown in Attachment 1 to Exhibit B. Toward that end, by the date when this contract is executed and by July 31 for each succeeding year, the CITY shall notify the DISTRICT and any affected school principal in writing of the name of any schools that have been unable to draw at

least 85% of the targeted maximum number of students on a sustained basis in the START program. Included on this list will be schools that did not operate in the prior fiscal year.

Upon notification of a school's attendance deficiency, the DISTRICT, the school principal and the START site director must develop a written plan for increasing and sustaining attendance and submit the plan to the CITY.

On February 15 of the following calendar year, the CITY shall review the average daily attendance records in the START program for the period July 1 to January 31 to determine if student attendance has been significantly increased and sustained. An average daily attendance that is at least eighty-five percent (85%) of the maximum targeted student attendance, as shown on Attachment 1 to Exhibit B, will be considered a minimum threshold of success. An average daily attendance less than eighty-five percent (85%) of the maximum targeted student attendance will be cause for the CITY, at its discretion and with written notification to the DISTRICT, to drop the school from the START program effective July 1 that calendar year.

Schools that are dropped will not be allowed to return to the program until at least one complete fiscal year has elapsed, must provide a comprehensive plan for significantly increasing attendance to at least eighty-five percent (85%) of the maximum targeted student attendance in a relatively short amount of time, and must be approved by the California Department of Education (CDE) for funding or must provide whatever funding CDE would have provided. CITY may at its discretion select schools to replace schools that have been dropped, and the replacement schools may or may not come from the same school district as the schools that have been dropped.

6. The DISTRICT and CITY agree to abide by the CITY fiscal controls to ensure all parties will be fiscally accountable for operational costs and will not exceed the agreed upon parameters identified in Attachment 1 to Exhibit B without prior approvals.
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. CITY shall 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 and termination.

9. The CITY shall furnish a paid full-time Program Manager 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 Manager as the CITY deems appropriate.
10. CITY shall employ a Site Director for each participating school site, who shall supervise paid staff and volunteers at that site. Principal shall approve START's selection of the Site Director as required by California law. The START program has the authority to transfer, demote, terminate, refuse to rehire or in any other way remove any Site Director, and to assign an interim Site Director for up to 30 days. However, the assignment of a replacement Site Director shall be approved by the Principal.
11. The CITY shall administer the funds received from various government agencies; may solicit funding and donations from the broader community including businesses; may provide in-kind resources; and shall provide overall fiscal management of the program.
12. The DISTRICT shall annually provide funding as described in Exhibit C. CITY will not invoice nor collect funds from any third party on behalf of DISTRICT. The DISTRICT acknowledges the amount paid by the DISTRICT is only a small portion of the total cost of operating the program.
13. Custodial services shall be provided by the District at no cost to the City and shall be coordinated for the mutual benefit of the school and the START program.
14. It is expected that DISTRICT and CITY will each expend in-kind funds and other resources within their own organizations in order to support the management and administration of the START program. Because the State law governing the After School Education and Safety (ASES) Program requires the CITY to provide a one-third cash and in-kind match to the State funds received, both the CITY and DISTRICT shall keep and maintain records showing what in-kind funds and other resources were expended on behalf of the START program at a particular school, as well as the value of the in-kind contributions. DISTRICT shall provide this information to the CITY on request.
15. 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.
16. The DISTRICT agrees to comply with the Site Operating Agreement (Exhibit D) developed for the Sacramento START program for each school site. The 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 assist CITY in negotiating any minor changes to the Site Operating Agreement as requested by a particular principal such that the overall intent of the original Site Operating Agreement remains intact. The DISTRICT shall ensure that each principal sign the Site Operating Agreement. The Site Operating Agreement is an integral component of this Agreement.

17. 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. An exception to this requirement is described in Paragraph 18.
18. 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, and then having obtained a written waiver issued by the California Department of Education. The DISTRICT shall assist the student's parents or guardians in preparing and submitting the waiver request, indicating the unusual circumstances that led to the student wanting or needing to attend an after-school program at a school different than where the student attends during the regular school day, how the DISTRICT will facilitate the communication between the student's regular day teachers and the START staff, and how the DISTRICT or parent/guardian will be responsible for the student's safe travel from the regular day school to the after-school location.
19. DISTRICT shall provide school site facilities at the school site at no charge to the CITY. Facility space needs include at least one classroom for every cluster of 20 students; multi-purpose room space for large gatherings of students and the delivery and eating of snacks; outside play space; parking space for program employees and volunteers; restrooms and restroom supplies for students, employees and volunteers; office space for the site director; and storage space for program supplies/materials. Additional detail is provided in the Site Operating Agreement (Exhibit D).
20. 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.
21. DISTRICT shall 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 START program.

22. The DISTRICT agrees to cooperate with the annual evaluation of the Sacramento START program. The DISTRICT agrees to provide in a timely fashion to the CITY and/or the CITY's evaluator all information necessary for completion of the program evaluation, including, but not limited to, school and START attendance information for each student by day, academic achievement, and test scores. The DISTRICT agrees to work together with CITY in obtaining the permission of the students' parents or guardians to release the information to the CITY and/or the CITY's evaluator. 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.
23. 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, shall govern this Agreement and are incorporated into this Agreement by reference.
24. DISTRICT shall maintain for four years following termination of this Agreement full and complete documentation of all information under DISTRICT's control associated with this Agreement, including student school and START attendance, student demographic information and student academic achievement and test score information. CITY shall have access to and may copy this information as required to comply with State law governing the After School Education and Safety (ASES) Program and to comply with any State or CITY audit. The CITY and any CITY contractor assisting with the audit agree to protect the privacy of student information in a manner that would not identify individuals.

## Attachment 1 to Exhibit B

### Attachment 1 - page 1 Sacramento City Unified School District For Fiscal Years July 1 to June 30

#### Regular or On Track Program

City of Sacramento To Provide	*Anthony Susan B	Baker Ethel	Birney Alice	Bonnheim Joseph	*Burnett Peter
Student spaces (up to maximum per day)	164	70	83	83	111
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	20.0	15.5	21.25	21.5	15.0
Program Leaders (up to maximum at 1 for 20 students)	8.1	3.5	4.2	4.2	5.5
Site Directors	1	1	1	1	1

#### Summer Program

City of Sacramento To Provide	*Anthony Susan B	Baker Ethel	Birney Alice	Bonnheim Joseph	*Burnett Peter
Student spaces (up to maximum per day)	90	-	-	-	-
Program days (up to maximum per year)	29	-	-	-	-
Program hours (up to maximum per 5-day week)	3.0	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	4.5	-	-	-	-
Site Directors	1	-	-	-	-

#### Intersession or Off Track Program

City of Sacramento To Provide	*Anthony Susan B	Baker Ethel	Birney Alice	Bonnheim Joseph	*Burnett Peter
Student spaces (up to maximum per day)	-	-	-	-	-
Program days (up to maximum per year)	-	-	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	-
Site Directors	-	-	-	-	-

Sacramento City Unified School District To Provide	*Anthony Susan B	Baker Ethel	Birney Alice	Bonnheim Joseph	*Burnett Peter
Annual fee for all schools to participate, not charged per school.	n/a	n/a	n/a	n/a	n/a

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, the ASES program at these schools will cease operations no later than when the ASES grant ends.

**Attachment 1 - page 2**  
**Sacramento City Unified School District**  
**For Fiscal Years July 1 to June 30**

**Regular or On Track Program**

City of Sacramento To Provide	Cabrillo John	Camellia Basic	*Cohen Isador	*Elder Creek	Erlewine O W
Student spaces (up to maximum per day)	83	83	83	178	83
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	21.25	20.0	16.0	20.0	25.0
Program Leaders (up to maximum at 1 for 20 students)	4.2	4.2	4.2	8.9	4.2
Site Directors	1	1	1	1	1

**Summer Program**

City of Sacramento To Provide	Cabrillo John	Camellia Basic	*Cohen Isador	*Elder Creek	Erlewine O W
Student spaces (up to maximum per day)	-	-	-	-	-
Program days (up to maximum per year)	-	-	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	-
Site Directors	-	-	-	-	-

**Intersession or Off Track Program**

City of Sacramento To Provide	Cabrillo John	Camellia Basic	*Cohen Isador	*Elder Creek	Erlewine O W
Student spaces (up to maximum per day)	-	-	-	-	-
Program days (up to maximum per year)	-	-	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	-
Site Directors	-	-	-	-	-

Sacramento City Unified School District To Provide	Cabrillo John	Camellia Basic	*Cohen Isador	*Elder Creek	Erlewine O W
Annual fee for all schools to participate, not charged per school.	n/a	n/a	n/a	n/a	n/a

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, the ASES program at these schools will cease operations no later than when the ASES grant ends

**Attachment 1 - page 3**  
**Sacramento City Unified School District**  
**For Fiscal Years July 1 to June 30**

**Regular or On Track Program**

City of Sacramento To Provide	Freeport	*Fruit Ridge	Golden Empire	*Harkness H W	*Harte Bret
Student spaces (up to maximum per day)	56	93	83	115	97
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	20.0	22.75	23.75	15.0	18.75
Program Leaders (up to maximum at 1 for 20 students)	2.8	4.6	4.2	5.7	4.8
Site Directors	1	1	1	1	1

**Summer Program**

City of Sacramento To Provide	Freeport	*Fruit Ridge	Golden Empire	*Harkness H W	*Harte Bret
Student spaces (up to maximum per day)	47	50	-	100	-
Program days (up to maximum per year)	30	29	-	29	-
Program hours (up to maximum per 5-day week)	3.0	3.0	-	3.0	-
Program Leaders (up to maximum at 1 for 20 students)	2.3	2.5	-	5	-
Site Directors	1	1	-	1	-

**Intersession or Off Track Program**

City of Sacramento To Provide	Freeport	*Fruit Ridge	Golden Empire	*Harkness H W	*Harte Bret
Student spaces (up to maximum per day)	-	-	-	-	-
Program days (up to maximum per year)	-	-	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	-
Site Directors	-	-	-	-	-

Sacramento City Unified School District To Provide	Freeport	*Fruit Ridge	Golden Empire	*Harkness H W	*Harte Bret
Annual fee for all schools to participate, not charged per school.	n/a	n/a	n/a	n/a	n/a

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, the ASES program at these schools will cease operations no later than when the ASES grant ends

**Attachment 1 - page 4**  
**Sacramento City Unified School District**  
**For Fiscal Years July 1 to June 30**

**Regular or On Track Program**

City of Sacramento To Provide	Hollywood Park	*Hopkins Mark	Jefferson Thomas	Judah Theodore	*Kemble Edward
Student spaces (up to maximum per day)	83	99	83	83	96
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	16.25	20.0	21.5	20.0	17.5
Program Leaders (up to maximum at 1 for 20 students)	4.2	4.9	4.2	4.2	4.8
Site Directors	1	1	1	1	1

**Summer Program**

City of Sacramento To Provide	Hollywood Park	*Hopkins Mark	Jefferson Thomas	Judah Theodore	*Kemble Edward
Student spaces (up to maximum per day)	-	-	-	-	40
Program days (up to maximum per year)	-	-	-	-	29
Program hours (up to maximum per 5-day week)	-	-	-	-	3
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	2
Site Directors	-	-	-	-	1

**Intersession or Off Track Program**

City of Sacramento To Provide	Hollywood Park	*Hopkins Mark	Jefferson Thomas	Judah Theodore	*Kemble Edward
Student spaces (up to maximum per day)	-	30	-	-	-
Program days (up to maximum per year)	-	30	-	-	-
Program hours (up to maximum per 5-day week)	-	3.0	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	1.5	-	-	-
Site Directors	-	1	-	-	-

Sacramento City Unified School District To Provide	Hollywood Park	*Hopkins Mark	Jefferson Thomas	Judah Theodore	*Kemble Edward
Annual fee for all schools to participate, not charged per school.	n/a	n/a	n/a	n/a	n/a

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, the ASES program at these schools will cease operations no later than when the ASES grant ends

**Attachment 1 - page 5**  
**Sacramento City Unified School District**  
**For Fiscal Years July 1 to June 30**

**Regular or On Track Program**

City of Sacramento To Provide	*Kenny Keith B	*Land William	*Lincoln Abraham	Lisbon	Marshall James
Student spaces (up to maximum per day)	83	106	89	83	83
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	20.0	17.5	20.0	18.5	22.5
Program Leaders (up to maximum at 1 for 20 students)	4.2	5.3	4.5	4.2	4.2
Site Directors	1	1	1	1	1

**Summer Program**

City of Sacramento To Provide	*Kenny Keith B	*Land William	*Lincoln Abraham	Lisbon	Marshall James
Student spaces (up to maximum per day)	-	-	60	-	-
Program days (up to maximum per year)	-	-	29	-	-
Program hours (up to maximum per 5-day week)	-	-	3.0	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	3	-	-
Site Directors	-	-	1	-	-

**Intersession or Off Track Program**

City of Sacramento To Provide	*Kenny Keith B	*Land William	*Lincoln Abraham	Lisbon	Marshall James
Student spaces (up to maximum per day)	-	50	-	-	-
Program days (up to maximum per year)	-	15	-	-	-
Program hours (up to maximum per 5-day week)	-	3	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	2.5	-	-	-
Site Directors	-	1	-	-	-

Sacramento City Unified School District To Provide	*Kenny Keith B	*Land William	*Lincoln Abraham	Lisbon	Marshall James
Annual fee for all schools to participate, not charged per school.	n/a	n/a	n/a	n/a	n/a

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, the ASES program at these schools will cease operations no later than when the ASES grant ends

**Attachment 1 - page 6**  
**Sacramento City Unified School District**  
**For Fiscal Years July 1 to June 30**

**Regular or On Track Program**

City of Sacramento To Provide	*Oakridge	*Parkway	*Phillips Ethel	Pony Express	*Smith Jedediah
Student spaces (up to maximum per day)	83	92	83	83	67
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	20.0	18.75	18.75	16.25	15.0
Program Leaders (up to maximum at 1 for 20 students)	4.2	4.6	4.2	4.2	3.3
Site Directors	1	1	1	1	1

**Summer Program**

City of Sacramento To Provide	*Oakridge	*Parkway	*Phillips Ethel	Pony Express	*Smith Jedediah
Student spaces (up to maximum per day)	-	-	-	-	-
Program days (up to maximum per year)	-	-	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	-
Site Directors	-	-	-	-	-

**Intersession or Off Track Program**

City of Sacramento To Provide	*Oakridge	*Parkway	*Phillips Ethel	Pony Express	*Smith Jedediah
Student spaces (up to maximum per day)	-	-	-	-	-
Program days (up to maximum per year)	-	-	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	-
Site Directors	-	-	-	-	-

Sacramento City Unified School District To Provide	*Oakridge	*Parkway	*Phillips Ethel	Pony Express	*Smith Jedediah
Annual fee for all schools to participate, not charged per school.	n/a	n/a	n/a	n/a	n/a

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, the ASES program at these schools will cease operations no later than when the ASES grant ends

**Attachment 1 - page 7**  
**Sacramento City Unified School District**  
**For Fiscal Years July 1 to June 30**

**Regular or On Track Program**

City of Sacramento To Provide	*Tahoe	Twain Mark	*Warren Earl	*Washington	*Winn A M
Student spaces (up to maximum per day)	83	83	93	83	106
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	15.0	22.5	15.0	15.0	15.0
Program Leaders (up to maximum at 1 for 20 students)	4.2	4.2	4.6	4.2	5.3
Site Directors	1	1	1	1	1

**Summer Program**

City of Sacramento To Provide	*Tahoe	Twain Mark	*Warren Earl	*Washington	*Winn A M
Student spaces (up to maximum per day)	-	-	80	-	100
Program days (up to maximum per year)	-	-	24	-	24
Program hours (up to maximum per 5-day week)	-	-	3.0	-	3.0
Program Leaders (up to maximum at 1 for 20 students)	-	-	4.2	-	5
Site Directors	-	-	1	-	1

**Intersession or Off Track Program**

City of Sacramento To Provide	*Tahoe	Twain Mark	*Warren Earl	*Washington	*Winn A M
Student spaces (up to maximum per day)	-	-	-	-	-
Program days (up to maximum per year)	-	-	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-	-	-
Site Directors	-	-	-	-	-

Sacramento City Unified School District To Provide	*Tahoe	Twain Mark	*Warren Earl	*Washington	*Winn A M
Annual fee for all schools to participate, not charged per school.	n/a	n/a	n/a	n/a	n/a

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, this SCUSD contract will expire 6/30/08 for the ASES programs at these schools only.

**Attachment 1 - page 8**  
**Sacramento City Unified School District**  
**For Fiscal Years July 1 to June 30**

**Regular or On Track Program**

City of Sacramento To Provide	*Wire C B	*Woodbine	District Total
Student spaces (up to maximum per day)	90	89	-
Program days (up to maximum per year)	180	180	-
Program hours (up to maximum per 5-day week)	18.75	16.25	-
Program Leaders (up to maximum at 1 for 20 students)	4.5	4.2	-
Site Directors	1	1	-

**Summer Program**

City of Sacramento To Provide	*Wire C B	*Woodbine	District Total
Student spaces (up to maximum per day)	40	-	-
Program days (up to maximum per year)	29	-	-
Program hours (up to maximum per 5-day week)	3.0	-	-
Program Leaders (up to maximum at 1 for 20 students)	2	-	-
Site Directors	1	-	-

**Intersession or Off Track Program**

City of Sacramento To Provide	*Wire C B	*Woodbine	District Total
Student spaces (up to maximum per day)	-	-	-
Program days (up to maximum per year)	-	-	-
Program hours (up to maximum per 5-day week)	-	-	-
Program Leaders (up to maximum at 1 for 20 students)	-	-	-
Site Directors	-	-	-

Sacramento City Unified School District To Provide	*Wire C B	*Woodbine	District Total
Annual fee for all schools to participate, not charged per school.	n/a	n/a	\$ 63,000

School names marked with an asterisk (\*) are funded by CDE with an ASES grant through 6/30/08. Should CDE not extend City ASES contracts to 6/30/09, the ASES program at these schools will cease operations no later than when the ASES grant ends.

## **EXHIBIT C**

### **FISCAL RESPONSIBILITIES**

The DISTRICT annually shall provide funding in the amount of sixty-three thousand dollars (\$63,000) from DISTRICT generated resources as the DISTRICT's financial contribution to the START program. CITY will not invoice nor collect funds from any third party on behalf of DISTRICT. The DISTRICT acknowledges that the sixty-three thousand dollar (\$63,000) contribution is only a small portion of the total cost of operating the program.

The CITY shall submit to DISTRICT one annual invoice in advance for the annual DISTRICT contribution of \$63,000. The DISTRICT shall pay the invoiced amount within thirty (30) days of the invoice date.

Quarterly the CITY may submit an invoice to the DISTRICT for any excess expenditures over and above the agreed upon budget. The DISTRICT shall pay the invoiced amount within thirty (30) days of the invoice date.











**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 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, Regional Director and Site Director

Initials

\_\_\_\_\_  
P.

\_\_\_\_\_  
R.D.

\_\_\_\_\_  
S.D.