

PROJECT NAME: Sacramento START Program -- Elk Grove
DEPARTMENT: Parks and Recreation
DIVISION: Children and Family

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 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. The Parties agree as follows:

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:

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.

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 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, 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 January 16, 2007, to June 30, 2007.

Prior Agreements

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

- a) 2005-0121, entered into on August 23, 2005, that covered the operation of the Sacramento START program at five (5) DISTRICT schools (Isabelle Jackson – 21st CCLC, Anna Kirchgater – ASES, Herman Leimbach – ASES, Barbara Comstock Morse – 21st CCLC, John Reith – ASES) during the period July 1, 2005, to June 30, 2008; and
- b) 2006-0614, entered into on June 13, 2006, (not yet executed by DISTRICT) that covered the operation of the Sacramento START program at one (1) DISTRICT school (Union House – ASES) during the period July 1, 2005, to June 30, 2008.

It is the intent of the parties that agreement 2005-0121 shall remain in effect upon execution of this Agreement.

The CITY shall have no obligation under this Agreement and this Agreement shall be of no force or effect until (1) DISTRICT executes CITY agreement 2006-0614, authorized by City Council Resolution 2006-420 on June 13, 2006, authorizing CITY to continue subcontracting from DISTRICT the operation of the START program at Union House Elementary School for the period July 1, 2005 to June 30, 2008, and (2) DISTRICT pays all invoices submitted by CITY under agreement 2006-0614 that are in arrears. It is the intent of the parties that agreement 2006-0614 shall remain in effect only through June 30, 2007, but that all services rendered by the CITY during the term of Agreement 2006-0614 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

Either party may terminate this Agreement for cause immediately upon giving written notice to the other party should the other party materially fail to perform any of the requirements contained in this Agreement, 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.

Either party may terminate or amend 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 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 effective date of termination.

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

**ELK GROVE UNIFIED
SCHOOL DISTRICT**

BY:

Print Name: _____

Print Title: _____

Date: _____

For: Ray Kerridge, City Manager

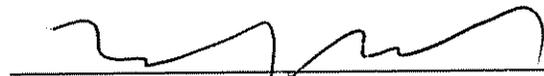
 _____

Print Name: JEFFREY L MARKOV

Print Title: DIRECTOR, FISCAL SERVICES

Date: 6/18/07

APPROVED AS TO FORM:

 _____

Michael T. Sparks
Senior Deputy City Attorney

ATTEST:

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 E – Schools Insurance Authority Memorandum of Understanding

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

ELK GROVE UNIFIED SCHOOL DISTRICT:

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

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

A. CITY's Responsibilities

1. Provide an after-school literacy and enrichment program at three (3) 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 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.
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 an instructional aide 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 and termination.
10. Develop a set of Program Parameters in partnership with the DISTRICT (Attachment 1 to Exhibit B) which include 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.
13. Prepare the annual evaluation of the program as required by the California Department of Education and submit 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.

B. DISTRICT Responsibilities

1. 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 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 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 START 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, and the DISTRICT shall ensure compliance with the agreement by its principals. The 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. Recruit an Academic Alignment Coach from the ranks of the School's certificated teachers 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. Students attending a START after-school or intersession program must be enrolled at and attending the school during the regular school day where the program is operating. For START's summer school, the student must be enrolled in, and intend to return in the fall to, the school for which the program is funded.
2. A student may attend a START program at a school in which the student is not enrolled and attending after first having obtained the preliminary approval by the CITY, 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.

3. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, shall govern this Agreement and are incorporated into this Agreement by reference. The document is attached as Exhibit E.
4. Site Substitution, Site Additions, Additional Sites.
 - a. Any request by the DISTRICT to make a change in school sites from those listed in this Agreement, or its amendments, must first be approved by the CITY. All school site changes initiated by the DISTRICT require a separate negotiated agreement that will be an amendment to this Agreement. A separate Program Parameters and Site Operating Agreement shall be negotiated under such circumstances.
 - b. The DISTRICT shall notify CITY by March 1 each year of those sites approved for a summer program but which will temporarily not be able to operate a summer program due to construction at the site or for any other reason. The DISTRICT must work with CITY to either find an alternate site or to assist in the notification of students and their families that an expected summer program will not take place.

Attachment 1 to Exhibit B

Attachment 1 - page 1 Elk Grove Unified School District Fiscal Year 2006-2007

Regular or On Track Program

City of Sacramento To Provide	Sierra Enterprise	Union House	West Irene	District Total
Student spaces (up to maximum per day)	83	120	66	-
Program days (up to maximum per year)	100	112	114	-
Program hours (up to maximum per 5-day week)	18.4	19.2	15.0	-
Program Leaders (up to maximum at 1 for 20 students)	4.2	6.0	3.3	-
Site Directors	1	1	1	-

Summer Program

City of Sacramento To Provide	Sierra Enterprise	Union House	West Irene	District Total
Student spaces (up to maximum per day)	0	0	0	-
Program days (up to maximum per year)	0	0	0	-
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	-
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	-
Site Directors	0	0	0	-

Intersession or Off Track Program

City of Sacramento To Provide	Sierra Enterprise	Union House	West Irene	District Total
Student spaces (up to maximum per day)	0	0	0	-
Program days (up to maximum per year)	0	0	0	-
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	-
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	-
Site Directors	0	0	0	-

Elk Grove Unified School District To Provide	Sierra Enterprise	Union House	West Irene	District Total
Maximum reimbursement for Site Director, Program Leaders, Academic Alignment Coach, Evaluator, site supplies and program administration.	n/a	n/a	n/a	\$ 285,000

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 on page 3.
5. CITY Invoicing:
 - a. The CITY shall submit invoices to the DISTRICT two times per year. The first invoice shall be due by October 31 for an amount equal to 65% of the annual DISTRICT contribution as described in Attachment 1 to Exhibit B. The second invoice shall be due by February 28 for an amount equal to 35% of the annual DISTRICT contribution as described in Attachment 1 to Exhibit B.
 - b. Quarterly the CITY may submit an invoice to the DISTRICT for any excess expenditures over and above the agreed upon budget. The DISTRICT is to pay the invoiced amount within thirty (30) days of the invoice date.
 - c. CITY will not invoice nor collect funds from any third party on behalf of DISTRICT.

may impact the site program or START staff as soon as possible to the Site Director.

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

Principal shall supply to the Site Director by the end of each 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 end of the school day for advance planning of the after-school program.

Initials _____ _____ _____
 P. R.D. S.D.

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 literacy and enrichment program.

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, 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 is 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.

Initials _____ _____ _____
 P. R.D. S.D.

Operation:

Principal has been informed of the programmatic, staffing and fiscal elements for the START program as contained in the Program Parameters Attachment 1 to Exhibit B of the Master Agreement and agrees to operate in conformance with the parameters.

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

Principal and Site Director shall coordinate efforts to ensure that student 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 the California Department of Education indicating these unusual circumstances and how the District will facilitate communication between the student's regular day teachers and the START staff at the alternate site and how the District will be responsible for the student's safe travel from the regular day school to the after-school location.

Initials _____ _____ _____
 P. R.D. S.D.

Staff

Principal shall approve START's selection of the Site Director, but not the transfer, demotion, termination, or refusal to rehire any Site Director.

Principal shall recruit an Academic Alignment Coach from the ranks of the School's certificated teachers and shall ensure that the Academic Alignment Coach fulfills his/her obligations in support of the START program.

Principal shall assist START in the recruitment of START staff by encouraging and recommending school instructional aide staff in becoming START employees.

Principal and Site Director shall share information regarding work schedules for those persons employed by both the School and START so that any joint employee is able to and actually does work a full shift for each employer and is not paid by both employers for working the same specific time period.

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

Initials _____ _____ _____
 P. R.D. S.D.

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. This may involve direct communication with the Principal or his/her designee, the Regional Director 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 Regional Director shall review for appropriateness all items for distribution prior to posting. The Site Director shall also get permission from the Principal prior to distribution only if distribution occurs during the regular school day or using the school's communications outlets.

The School shall allow, at START's expense, for installation of a telephone and/or modem access to the START central office.

The School shall allow a START sign on the exterior of the building and a banner

announcing open enrollment.

Initials
 P. R.D. S.D.

School Facilities

The School shall provide daily access to classrooms for each cluster of up to 20 START students and to the multi-purpose room, the playground and sports fields. 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 additional School or District permission to use the space.

The School shall provide workspace for the Site Director for completion of certain administrative duties. 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 the School or START 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.

Typical school amenities shall be provided to the START program and its staff and students 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.

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.

Initials
 P. R.D. S.D.

Program Coordination:

Principal shall coordinate with the Site Director on the development of the START program calendar including beginning and ending dates, taking into account the maximum number of days the program may operate, 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 immediately as soon as they are known.

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 and movement of students from the regular school program to the after-school program to ensure

that all students are identified and accounted for.

Initials
 P. R.D. S.D.

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, including refrigeration, both before and after the serving of snacks. This is to allow leftover snacks to be served the next day.

If START contracts with the School District to provide snack items, the District will provide monthly invoices indicating the number of complete snacks delivered to each school each day and a total number of snacks by school for the month.

If START provides it own snacks, the Principal agrees to allow the snack to be delivered to the site and stored for later use.

Initials
 P. R.D. S.D.

I have read and understand the above Operating Agreement and agree to adhere to its performance to the best of my ability. I support the mission and vision of the Sacramento START program to help children succeed.

Principal

Date

Regional Director

Date

Site Director

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.

EXHIBIT E

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

Introduction

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

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

Purpose

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

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

CITY
AGREEMENT NO. 2001-050

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

Agreement

The City and SIA agree to use the hold harmless language outlined in the **Hold Harmless Agreement** section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

Hold Harmless Agreement

INDEMNIFICATION

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

INSURANCE

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

A. Comprehensive General Liability

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

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

B. Workers' Compensation and Employers' Liability

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

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

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

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

D. Special Provisions

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

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

A. Comprehensive General Liability

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

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

B. Workers' Compensation and Employers' Liability

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

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

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

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D. Special Provisions

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

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

Severability

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

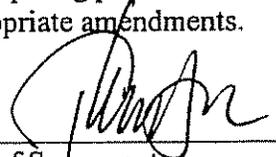
Term

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

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

Amendments

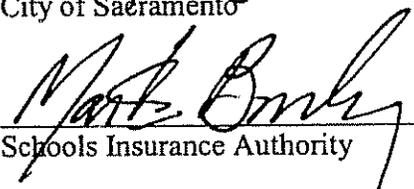
Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.



City of Sacramento

3/22/07

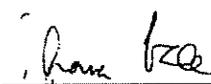
Date



Schools Insurance Authority

5/31/01

Date

APPROVED AS TO FORM:


City of Sacramento

ATTEST:


CITY CLERK