

PROJECT NAME: Sacramento START Program – Robla
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 Robla 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, 2009.

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 may terminate this Agreement without cause upon thirty (30) days written notice to the DISTRICT. Notice shall be deemed served on the date of mailing.

The CITY may terminate this Agreement for cause immediately upon giving written notice to the DISTRICT should the DISTRICT 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.

The CITY may terminate or amend this Agreement immediately upon giving 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 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

ROBLA SCHOOL DISTRICT

BY:

Print Name: _____

Print Title: _____

Date: _____

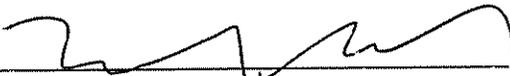
For: Ray Kerridge, City Manager

Print Name: _____

Print Title: _____

Date: _____

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 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

ROBLA SCHOOL DISTRICT:

Ruben Reyes
Principal
1400 Main Avenue
Sacramento CA 95838
(916) 929-9559
(916) 929-4253 (fax)
rreyes@robla.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

A. CITY's Responsibilities

1. Provide an after-school literacy and enrichment program at five (5) 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. In the 2007-2008 and 2008-2009 fiscal years of the contract, 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.
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 Robla School District Fiscal Year 2006-2007

Regular or On Track Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	80	80	80	80	80
Program days (up to maximum per year)	100	100	100	100	100
Program hours (up to maximum per 5-day week)	22.5	22.5	27.5	20.0	20.0
Program Leaders (up to maximum at 1 for 20 students)	4	4	4	4	4
Site Directors	1	1	1	1	1

Summer Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	0	0	0	0	0
Program days (up to maximum per year)	0	0	0	0	0
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	0.0	0.0
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	0	0
Site Directors	0	0	0	0	0

Intersession or Off Track Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	0	0	0	0	0
Program days (up to maximum per year)	0	0	0	0	0
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	0.0	0.0
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	0	0
Site Directors	0	0	0	0	0

Robla School District To Provide	Bell	Glenwood	Main	Robla	Taylor
Payment for Site Director, Program Leaders, Academic Alignment Coach, Evaluator, site supplies and program administration.	\$ 100,000	\$ 105,000	\$ 105,000	\$ 95,000	\$ 95,000

Attachment 1 - page 2
Robla School District
Fiscal Year 2007-2008

Regular or On Track Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	80	80	80	80	80
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	22.5	22.5	27.5	20.0	20.0
Program Leaders (up to maximum at 1 for 20 students)	4	4	4	4	4
Site Directors	1	1	1	1	1

Summer Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	0	0	0	0	0
Program days (up to maximum per year)	0	0	0	0	0
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	0.0	0.0
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	0	0
Site Directors	0	0	0	0	0

Intersession or Off Track Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	0	0	0	0	0
Program days (up to maximum per year)	0	0	0	0	0
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	0.0	0.0
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	0	0
Site Directors	0	0	0	0	0

Robla School District To Provide	Bell	Glenwood	Main	Robla	Taylor
Payment for Site Director, Program Leaders, Academic Alignment Coach, Evaluator, site supplies and program administration.	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000

**Attachment 1 - page 3
Robla School District
Fiscal Year 2008-2009**

Regular or On Track Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	80	80	80	80	80
Program days (up to maximum per year)	180	180	180	180	180
Program hours (up to maximum per 5-day week)	22.5	22.5	27.5	20.0	20.0
Program Leaders (up to maximum at 1 for 20 students)	4	4	4	4	4
Site Directors	1	1	1	1	1

Summer Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	0	0	0	0	0
Program days (up to maximum per year)	0	0	0	0	0
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	0.0	0.0
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	0	0
Site Directors	0	0	0	0	0

Intersession or Off Track Program

City of Sacramento To Provide	Bell	Glenwood	Main	Robla	Taylor
Student spaces (up to maximum per day)	0	0	0	0	0
Program days (up to maximum per year)	0	0	0	0	0
Program hours (up to maximum per 5-day week)	0.0	0.0	0.0	0.0	0.0
Program Leaders (up to maximum at 1 for 20 students)	0	0	0	0	0
Site Directors	0	0	0	0	0

Robla School District To Provide	Bell	Glenwood	Main	Robla	Taylor
Payment for Site Director, Program Leaders, Academic Alignment Coach, Evaluator, site supplies and program administration.	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000

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.

EXHIBIT D

SAMPLE

SITE OPERATING AGREEMENT

Between

The City of Sacramento, by and through its Sacramento START Program, and

The Robla School District, by and through the Principal of

(Name of School Site)

The following operating agreement is between the City of Sacramento, by and through its Sacramento START program ("START"), and the Robla School District, by and through the Principal of _____ School, ("Principal" or "School"), for the school years 2006–2007, 2007–2008 and 2008–2009. The provisions of City Agreement No. 2007-_____ ("Master Agreement") are incorporated into this agreement as though set forth in full. This agreement is based on the recommendations of the local evaluation, focus groups with stakeholders and staff, visitations by the Regional Learning Center participants and others associated with the after-school program. The intent is to ensure the safety of children, alignment with school curriculum, successful operations and communications between partners, protection of school facilities, and coordination of schedules. It is also intended to ensure continued successful student performance and relationship between START and School.

The Principal shall have the option of appointing a liaison to act on his/her behalf between the School and the START Site Director. If this occurs, the Site Director shall be notified who the Representative is and shall communicate directly with this liaison. All references to Principal in this Agreement shall refer either to the School Principal or to his/her Representative. START shall also appoint a Regional Director to supervise the Site Director, to act a liaison with the Sacramento START program, and to coordinate relations between the School and the Site Director.

Initials

P.

R.D.

S.D.

Safety:

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

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

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

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

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

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

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.