

ADDENDUM D

SHARED JOINT USE FOR BEFORE & AFTER SCHOOL CARE PROGRAM

A. District's Obligations.

1. The District shall make available one classroom at each of the District elementary schools located in the City of Peoria for an extended day childcare program known as **AM/PM Before & After School Care** ("AM/PM" or "Program") from 6:00 a.m. to 6:00 p.m. before and after school Monday – Friday during the school year. The following District schools are identified:

Alta Loma, Apache, Cheyenne, Cotton Boll, Country Meadows, Coyote Hills, Desert Harbor, Frontier, Ira Murphy, Lake Pleasant, Oakwood, Oasis, Parkridge, Paseo Verde, Peoria, Santa Fe, Sky View, Sundance, Sunset Heights, Sun Valley, Vistancia and Zuni Hills.

2. The Program is to be operated and staffed by the City's Community Services Department in District classrooms that are located with easy access to each elementary school's parking lot to allow for reasonably convenient parent drop off and pick up. The Program shall also have access to each school's multi-purpose room, restrooms located near the AM/PM classroom, and playground before and after regular school hours.

3. The District shall allow AM/PM staff and Program parents access to and use of the parking lots of each of the identified elementary schools ("Schools") for staff and parent parking.

4. The District shall make keys available to AM/PM Program staff that are designed for access to AM/PM Program spaces, but do not allow free access to other restricted school areas.

5. The District shall pay any utility costs associated with operation of the AM/PM Program as well as provide regular daily custodial services to the AM/PM identified Program space.

6. The District will be responsible for regular maintenance of the facility spaces used by the AM/PM Program. The City will be responsible to repair any specific damage that occurs to the facility, excluding normal wear and tear from use, due to negligence or abuse that is directly related to the operation of the AM/PM Program.

7. The District shall designate a District Administrator to be a liaison to the AM/PM Program and shall coordinate as needed with the City of Peoria Community Services Department.

B. City's Obligations.

1. The City will obtain a license for each one of the AM/PM Programs with the Arizona Department of Health Services Office of Childcare Licensure and shall operate the Program in compliance with the licensing rules as well as PUSD Governing Board Policies.

2. The City will staff the AM/PM Program with individuals that are qualified and meet the Arizona Department of Health Services licensing requirements. There will always be an additional adult available to assist in the case of any emergencies.

3. Staffing and payroll costs as well as out of pocket expenses for the operation of the Program will be the responsibility of the City of Peoria. The City will designate a specific administrator that will serve as the liaison to the District regarding the AM/PM Program and shall coordinate as needed with the Peoria Unified School District designated Liaison.

4. The hours of operation of the Program shall be from 6:00 a.m. to 6:00 p.m. before and after school Monday – Friday during the school year. Additional times may be established for summer programs and during school breaks as needed. Scheduled school district events will take precedent for use when liaisons are scheduling regular school activities and additional times for summer programs and school breaks.

5. Notwithstanding the provisions with this Addendum and within the Agreement, should monies emanating from a separate funding source exist that are eligible to cover maintenance, repairs or improvements due to the parties' joint use of the Facilities, then the parties may mutually agree pursuant to the terms of this Agreement to have the funding source cover in whole or in part the maintenance, repair or improvements of such Facilities. Any improvements made to benefit the facilities using City resources will become the property of the District when constructed and/or installed.

C. Staffing. The City will be responsible for providing adequate and agreed upon staffing for the program sufficient to perform the obligations under this Agreement and to comply with Arizona Department of Health Services regulations.

D. Maintenance. The District shall be responsible for regular maintenance of program spaces in each elementary school and paying all utility costs associated with these areas

E. Ownership of Property and Materials. The District shall retain ownership of all land and buildings included in the Program. Each of the parties shall own any and all personal property it either purchases or pays for pursuant to the terms of this Agreement. All such personal property may be used in the performance of this Agreement. Upon the expiration of the term of this Agreement, or upon termination of this Addendum D to the agreement, each of the Parties shall be entitled to the exclusive possession and control of the personal property which it has paid for, and may use or dispose of it as it sees fit. The City shall be responsible for purchase of the consumable supplies necessary for the operation of the Program except for restroom and custodial supplies.

F. Management, Operations and Procedures.

1. The District designee and City designee shall coordinate operation, use, scheduling, and maintenance of the Program.

2. City personnel shall be responsible for the day-to-day operations of the AM/PM Program.

3. City assigned designee of the AM/PM Program shall be responsible for responding to complaints of the public pertaining to the operation of the including responding to complaints concerning the physical premises, security and student behavior.

4. In addition to the general policies of the District that are made applicable to the school facilities, and the Arizona Department of Health Services Childcare regulations, the principal of a school site and designated liaisons from each Party may make such rules and regulations as are necessary for the safe, efficient and effective operation of the AM/PM Program at a specific school site as needed.

G. Consultation. The Parties shall consult on matters of mutual interest and concern. Either party may submit such matters to the other for review. Subject to the provisions of this Agreement, and Community Services Director or designee and the District assigned Administrator or designee, shall have authority to resolve conflicts and/or issues concerning the operation of the AM/PM Program. Unresolved issues will be reviewed by the City Manager and District Superintendent.