



LBUSD Agreement No. 5898.01
Board Approval Date: 5/17/16
Purchase Order Number: C670019

CONSULTANT AGREEMENT **34334**

This AGREEMENT is made and entered into this **27th** day of **June, 2016**, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and **CITY OF LONG BEACH, A CALIFORNIA CHARTER CITY**, hereinafter referred to as "CONSULTANT."

The parties agree as follows:

1. Services to be Provided by CONSULTANT: To provide tutoring services and educational support as part of the My Brother's Keeper program at the Michelle Obama Public Library for selected District students and their parents, in accordance with Exhibit A, as requested by the DISTRICT. The CONSULTANT is to report to the Superintendent of Schools, for the DISTRICT, during the course of the Work.
2. Exhibit. CONSULTANT's proposal is attached hereto and incorporated herein by this reference as Exhibit A. The purpose of Exhibit A as used in this agreement is to further define Paragraphs 1 and 4 only, Services to be Provided, and Fee, any additional terms included in Exhibit A are hereby rendered void. If any terms or conditions conflict between this agreement and Exhibit A, the agreement shall prevail.
3. Term. CONSULTANT shall commence providing services under this AGREEMENT on June 1, 2016, and will diligently perform as required. Under no circumstance shall the term of this contract extend beyond September 30, 2017 without a written amendment to this AGREEMENT executed by both parties in writing.
4. Fee. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed FIFTY THOUSAND DOLLARS and NO/100 (\$50,000.00).
5. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT which are not specified in the AGREEMENT and/or Paragraph 4 above.
6. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.
7. Materials. CONSULTANT shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, unless otherwise agreed by both parties. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.
8. Originality of Services. CONSULTANT agrees that, if applicable, all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.
9. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all rights, title and interest in said matter.

10. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

11. Hold Harmless. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as among themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officials, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. Parties to this Agreement agree to indemnify, defend, and hold harmless each other against any and all liability, expense, and claims arising from their respective acts and omissions. The provisions of Section 2278 of the California Civil Code are made a part hereof as if fully set forth.

12. Insurance. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain at Consultant's expense for the duration of this Contract the following self-insurance or insurance (if insurance, from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company):

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and their officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness.
- (c) If applicable, automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles.
- (d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the scope of services provided pursuant to this Contract.

Any self-insurance program or self-insurance retention shall protect the District and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall warrant that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to District, and shall be primary and not contributing to any other insurance or self-insurance maintained by District.

Consultant shall deliver to District certificates of insurance or self-insurance and original endorsements prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized to bind coverage on its behalf. Any modification or waiver of the insurance requirements herein shall be made only with the approval of both parties. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

13. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

14. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

15. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination. CONSULTANT agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familial status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.

18. Images. If applicable, the CONSULTANT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express prior written consent from the DISTRICT and, in the case of a student or employee, the express prior written consent from the student's parents or the employee whose image is to be captured.

19. Non Waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

20. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given by one or more of the following: (a) personal service, (b) email, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
Long Beach Unified School District
2201 E. Market Street
Long Beach, CA 90805
Attn: Contracts Office
Telephone: 562-663-3031
Facsimile: 562-634-5013

CONSULTANT:
City of Long Beach, Dept. of Development Services
333 W. Ocean Blvd., 3rd Floor
Long Beach, CA 90802
Attn: Tracy M. Colunga
Telephone: 562-570-4413
Email: Tracy.Colunga@longbeach.gov

21. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California.

23. Education Code 45125. During the entire term of this Contract, the Consultant and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with Long Beach Unified School District pupils in the performance of the work of this AGREEMENT.

24. In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their respective entities.

CITY OF LONG BEACH

LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

Assistant City Manager

By: [Signature]

By: [Signature]

Print Name: Patrick H. West

Ron Hoppe

Title: City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

Purchasing & Contracts Director

Date: 8/19/16

Date: 7/20/16

Tax ID#: [Redacted]

Telephone: (562) 570-6916

Fax: (562) 570-7650

E-Mail: Patrick.West@longbeach.gov

APPROVED AS TO FORM

Aug 2, 2016
CHARLES PARKIN, City Attorney

By: [Signature]
DEPUTY CITY ATTORNEY



EXHIBIT A

CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 W. Ocean Blvd., 3rd Floor Long Beach, CA 90802 Phone: (562) 570.6866 Fax: (562) 570.5248

Neighborhood Services Bureau

My Brother's Keeper Long Beach Milestones for Success Michelle Obama Library

**Funding Proposal Submitted to Long Beach Unified School District
Total: \$50,000
Term Dates: June 1, 2016 to September 30, 2017**

My Brother's Keeper Long Beach Overview

In February 2014, President Obama launched the My Brother's Keeper (MBK) initiative to address persistent opportunity gaps faced by boys and young men of color. In the fall of 2014, the Obama Administration issued the MBK Community Challenge as a call to action to cities, towns, counties and tribal nations to build and execute "cradle to college and career" plans around six crucial milestones for success:

1. Enter School Ready to Learn
2. Read at Grade Level by Third Grade
3. Graduate from High School Ready for College and Career
4. Complete Post-secondary Education or Training
5. Successfully Enter the Workforce
6. Safe from Violence and Provided Second Chances

The national Task Force further identified areas of opportunity, or priorities, which span across all milestones that cities and communities can choose to focus their efforts.

On January 20, 2015, the City Council adopted a Resolution supporting President Obama's MBK Community Challenge, and received and filed a status report on efforts with the City of Long Beach in support of the initiative. Mayor Garcia convened the Long Beach MBK Task Force (Task Force), a broad-based group comprised of more than 40 representatives including City officials, City and county departments, community-based organizations, the education community, law enforcement, local hospital executives, faith leaders, and other community stakeholders.

The Task Force met several times over twelve months and through a voting process, identified which priorities from among those proposed by the White House were determined to be most appropriate for Long Beach. Through much discussion, a rich body of input and insight began to emerge from the process, from which City staff was able to shape the Local Action Plan to meet the MBK Challenge. The MBK Long Beach Local Action Plan was launched on April 7, 2016 and adopted by City Council on June 21, 2016.

Milestones for Success Program Proposal

In order to codify the City's efforts, the Long Beach Unified School District pledged \$50,000 toward the MBK Plan. The funding will be used by City staff to further advance the work by providing programming at local libraries to ensure young boys enter school ready to learn, promote grade level reading, and provide support for high school students to have access to college and training readiness.

Milestone 1: Enter School Ready to Learn

Early Learning Center and Parent Workshops

Target Audience: Parents and Caregivers of infant to preschool age children.

Project Goal: To educate and guide parents/caregivers and to make them partners in their children's learning through a dedicated early learning space with early learning toys and a print rich environment with books for young children. Bringing in Early Literacy experts to create and offer workshops that cover reading to your child, providing a print rich environment at home and general parenting tips to successfully raise your child to be an active, engaged and excited reader.

Action Steps:

- Plan and develop promotional, educational, curricular and evaluation materials for targeted training for home daycare providers; invite providers to participate
- Develop marketing plan
- Order activity centers, puppets stages, magnet boards
- Promotional and educational materials and pieces installed in children's area
- Campaign launched with reception
- Continue to work to develop activities, programs and content
- Ongoing promotion
- Evaluation of program

Justification: Public Libraries have long been partners with parents in developing the skills that teach children to read. Libraries and their staff are exceptional resources for reading and learning. Research has proven that the earlier you work with children, the more successful they will be in school. Supports My Brother's Keeper Milestones for Success: Enter School Ready to Learn.

Learning Objectives:

- Maximize opportunities for the City of Long Beach to be a vital partner and resource for parents, caregivers and community agencies in helping children be ready to learn when they enter school
- Promote play as the foundation for early learning
- Create environments that invite curiosity
- Ensure families of all young children have access to the resources they need to be their children's best first teachers
- Incorporate early literacy opportunities in children's programs, services and places in the Library
- Center and Workshops will support six early literacy skills that are vital to success: Print Motivation (showing children and parents reading is fun), Phonological Awareness (breaking words down into smaller parts), Print Awareness (print rich environment and vocabulary building), Narrative Skills (active participation in storytelling) and Letter Knowledge (recognizing letters in different colors and shapes)

Milestone 2: Read at Grade Level by Third Grade

Supports the Long Beach Campaign for Grade Level Reading.

Reading Rangers and Reading Badges

Target Audience: First through Third Grade students

Project Goals: To make reading fun and goal oriented through a ranger theme and badging incentive project. Provide Reading Buddies who assist students who need extra help in building their reading and comprehension skills to get them up to grade level. These Reading Buddies will be volunteer tutors with a dedicated, long term interest in working with children in building reading skills.

Action Steps:

- Hire consultant to oversee project including the development of curriculum that supports LBUSD educational grade level benchmarks
- Seek dedicated volunteers willing to commit to one student over the course of their program and pursue needed clearance, if necessary
- Arrange for volunteer training
- Set Timeline for first group of students
- Write Press Release
- Work with LBUSD to create a list of potential students for the class sessions
- Initiate pilot group of students
- One year assessment

Justification: Time on task is a proven indicator for reading success. Though classroom teachers would like to give the individual help many students need, due to the number of students and completing many daily tasks make it extremely difficult, if not impossible.

The Reading Rangers and Reading Badges Project will make it fun to read. Badging and goal setting will give the student positive reinforcement in smaller, easier-to-achieve goals, making the chore of reading, a fun game.

Learning Objectives:

- Create a tutoring support project for first through third grade students to raise assessable reading scores
- Support LBUSD grade level benchmarks in curriculum building
- Reading Skills Curriculum will be fun for students and incentive based
- Measurable outcomes will be that students will read more independently and with more understanding
- Areas for development include: sight vocabulary, phonics, word-attack skills, writing skills, reading fluency and comprehension

Milestone 3: Graduate from High School Ready for College & Career

AND

Milestone 4: Complete Post-Secondary Education or Training

Life Skills and College Preparation for Teens

Target Audience: High School Students

Project Goals: To create a Series of Life Skills Classes: Resume Building, Interview Skills, Your First Job and Expectations and Tips for Success. A Getting Ready for College Series: where we provide workshops on Studying and Research Skills, Standardized Test Preparation, Planning and Money for College and Choosing the Right College for you. Offer free assistance using adult volunteers to assist youth in the online completion of college applications and financial aid forms.

Action Steps:

- Identify and contact local experts that can teach Life Skills and College Preparation classes
- Work with paid workshop instructor: Create tailored class topics, curriculum, including duration and class size
- Seek dedicated volunteers for college preparation assistance and pursue needed clearance, if necessary
- Develop marketing and social media plan
- Contact local high school and after school groups to develop list of potential students
- Schedule slate of workshop classes
- Schedule volunteers for college success help
- Assess using survey

Justification: Preparing for life after high school requires specific skills and knowledge in order to have the best opportunities for success. Life Skills and College preparation are crucial for helping our young people be made aware of the educational opportunities available to them and the steps they must take to get there. College preparation and financial aid assistance is a new and unknown process to many young people, having someone who can help navigate that process and take a personal interest in their educational future is crucial to their success.

Learning Objectives:

- Address the specific educational needs and challenges present for our young men of color for college success
- Provide targeted classes and workshops for building life, time management skills and college success
- Students will develop a personal life plan that will prepare them for life after high school
- Provide personal, one-on-one volunteer assistance for high school youth in college application and financial aid (FAFSA) form completion