

1 CONTRACT

2 **29975**

3 THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of
4 the 1st day of July, ²⁰⁰⁶~~2008~~, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting held on August 1, 2006, by and between
6 the CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as the
7 "CITY"), and the LONG BEACH UNIFIED SCHOOL DISTRICT, a public school system
8 created and authorized by the California Constitution and Long Beach City Charter, with
9 offices located at 3701 East Willow Street, Long Beach, California 90815, hereinafter
10 referred to as "CONTRACTOR."

11 RECITALS

12 This Contract is made with reference to the following facts and objectives:

- 13 1. City has entered into an agreement ("Prime Contract") with the State
- 14 of California, (hereinafter "State") to provide early childhood and family literacy services.
- 15 2. In order to fulfill its obligations to State under the Prime Contract, City
- 16 desires to engage Contractor to provide certain Even Start Family Literacy
- 17 activities/services in coordination with the policies and regulations of the City.
- 18 3. Contractor desires to perform such work in accordance with the terms
- 19 and conditions of this Contract.

20 NOW, THEREFORE, in consideration of the terms and conditions contained
21 herein, it is mutually agreed by and between the parties hereto as follows:

22 Section 1. Document Incorporation.

23 The following documents are attached hereto as exhibits, incorporated herein
24 and made a part hereof by this reference as if set forth in full herein:

- 25 A. The Prime Contract (Exhibit "A") and any extension or renewal thereof
- 26 or any grant agreement which is the successor thereto which authorizes a training
- 27 program to provide Family Literacy Services, and the documents incorporated
- 28 therein and attachments thereto, including the assurances and certifications made

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1 by the City to the State.

2 B. Contractor's program description, statement of work to be performed,
3 Contractor's operation plan for participants, program conditions and standards for
4 Contractor's performance under this Contract (collectively, the "Scope of Services")
5 attached as Exhibit "B" hereto.

6 C. Contractor's fee schedule ("Fee Schedule") attached hereto as Exhibit
7 "C" for training and employment activities to be provided by Contractor (the
8 "Services").

9 Contractor and City agree to be bound by all the terms, conditions and
10 provisions contained in the Prime Contract, the Scope of Services and the Fee Schedule
11 (collectively, the "Contract Documents"). Contractor hereby agrees to assume full
12 responsibility for the performance of the operation, coordination and administration of such
13 program pursuant to all the terms and conditions of the Contract Documents to the extent
14 that said documents are applicable to the delivery of services by Contractor hereunder.
15 The parties hereto agree to perform all duties, obligations and tasks to be performed by
16 each party under the Contract Documents. In the event there is any conflict between the
17 provisions of this Contract and the provisions of the Prime Contract, including the
18 attachments thereto and the documents incorporated therein, as presently worded as or
19 amended in the future, the parties agree that the provisions of the Prime Contract shall
20 control.

21 Contractor shall provide the Services in accordance with the provisions of the
22 Contract Documents.

23 Section 2. Term.

24 The term of this Contract ("Term") shall be deemed to have commenced on
25 July 1, 2006, and unless sooner terminated pursuant to the provisions hereof, shall
26 terminate at midnight on June 30, 2007. Either of the parties hereto shall have the right
27 to terminate this Contract in its entirety at any time during the Term for any or no reason
28 whatsoever by giving 15 days prior written notice of termination to the other party. City

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1 shall have the additional right to cancel any part of this Contract at any time during the
2 Term for any reason whatsoever by giving 15 days notice of such cancellation to the
3 Contractor.

4 Notwithstanding the foregoing, the City shall have the right to terminate and
5 cancel this Contract without notice, in its sole discretion, if the actions or non-action of
6 Contractor subjects the City to liability, legal obligations or program operation obligations
7 beyond the obligation of City under the Prime Contract.

8 If this Contract is terminated prior to the expiration of the Term, Contractor
9 shall be reimbursed for all eligible program costs which have accrued but not been paid
10 through the effective date of termination. Contractor agrees to accept such amount, plus
11 all amounts previously paid, as full payment and satisfaction of all obligations of City to
12 Contractor.

13 Section 3. Performance Review.

14 After each quarter during the Term, the City will conduct a review of
15 Contractor's performance by comparing the Contractor's planned performance and
16 contract earning levels with the actual performance and contract earning levels achieved
17 by Contractor. If the Contractor is ten percent (10%) below planned performance and
18 contract earning levels at the end of the any quarter, the Contractor may be required to
19 implement a corrective action plan. Any such corrective action plan shall be subject to
20 review and approval by the City.

21 Underperformance at the end of the second quarter or any quarter thereafter,
22 shall permit the City to unilaterally cancel this Contract or, in the alternative and at the sole
23 discretion of the City, deobligate funds from this Contract up to the amount of the
24 underexpenditures.

25 Section 4. Contract Amount and Payment.

26 The total amount which shall be payable by City to Contractor for Contractor's
27 services during the Term shall not exceed One Hundred Ninety Two Thousand Five
28 Hundred (\$192,500.00) ("Contract Amount").

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1 The City shall, in due course, reimburse the Contractor for the actual,
2 reasonable and necessary costs and expenses incurred by Contractor in the performance
3 of this Contract which are authorized, approved and included in the Fee Schedule and are
4 in accordance with and pursuant to the Prime Contract, to the extent that such Prime
5 Contract is applicable to the Contractor's performance hereunder. Such payments by the
6 City shall be made only from funds received by City under the Prime Contract and shall be
7 payable only after the City receives said funds with which to make such payments.

8 City may make advance payments to the Contractor only to the extent such
9 payments are authorized and permitted by the State. Such advance payments shall only
10 be made from funds which are received by the City from the State under the Prime
11 Contract for such disbursement to the Contractor and such payments shall be made in
12 accordance with said Prime Contract and pursuant to the Fee Schedule. In no event shall
13 the total of such advance payments exceed an amount equal to the average budgeted
14 expenses for one (1) month as set forth in the Fee Schedule. Contractor will maintain a
15 separate account number within its accounting system for funds received hereunder as
16 advance payments.

17 Payment to the Contractor shall be limited to the amounts specified in the
18 Fee Schedule for the categories, criteria and rates established in said attachment.
19 Contractor may, with the prior written approval of the City Manager of the City of Long
20 Beach ("City Manager"), or his designee, make adjustments within and among the
21 categories of expenditures in the Budget and modify the performance to be rendered
22 hereunder as provided in the Scope of Services; provided, however, that any such
23 adjustment in expenditures shall not result in an increase in the Amount. The agent or
24 representative of Contractor who signs as the maker of checks or drafts or in any manner
25 authorizes the disbursement of said funds or expenditure of same shall be covered by a
26 blanket fidelity or comprehensive crime bond regarding the handling of said funds in an
27 amount set out in Section 11, paragraph E of this Contract.

28

1 Contractor shall not charge nor receive compensation under this Contract for
2 any services or expenses unless said services or expenses are directly and exclusively
3 related to the purposes of this Contract, and provided that payment is not also received by
4 Contractor from some other source for said services or expenses.

5 Disbursement of funds received from the State shall be under the direction
6 of the City Manager or his designee and shall be in accordance with the provisions of this
7 Contract and made pursuant to the Prime Contract and any additional procedures,
8 regulations and reporting requirements which are established by the City that do not
9 conflict with applicable procedures, regulations and reporting requirements of the State.

10 All payments to Contractor by the City, including advance payments will be
11 based upon invoices and the necessary supporting documents which the State and the
12 City may require Contractor to submit. The expenditure of all funds shall be accounted for
13 promptly, and Contractor shall keep separate detailed accounts for each expenditure for
14 each component part of this project.

15 Public or private non-profit contractor revenues in excess of costs are to be
16 treated as program income or profits in accordance with the City of Long Beach Program
17 Income Policy pursuant to 20 CFR 629.32, 54 FR 47, as amended, and will be used to
18 further program objectives unless the Governor of the State of California requires that such
19 income be turned over to the State.

20 Section 5. Records.

21 Records relating to the performance of this Contract shall be kept and
22 maintained by Contractor in accordance with the manner and method prescribed by
23 applicable State regulations and guidelines and City requirements, will be current,
24 complete and available for purposes of inspection and audit during business hours as
25 deemed necessary upon request by representatives of federal, state and local agencies.

26 Contractor shall provide access to all documents and materials related to this
27 Contract and shall provide any information that the City, or its designee, requires in order
28 to monitor and evaluate Contractor's performance hereunder. All such records shall be

1 maintained and accessible for a period of seven (7) years from the expiration or earlier
2 termination of this Contract.

3 Section 6. Financial Reports.

4 Contractor shall promptly distribute to the City Manager or his designee
5 copies of all correspondence including, but not limited to, financial, operational and
6 performance reports which Contractor submits to or receives from the State. Contractor
7 shall provide such other reports, documents or information as may be requested or
8 required by the City or the State within three (3) days of written request. Upon expiration
9 or earlier termination of this Contract, and within the time and in the manner prescribed by
10 the City the Contractor shall perform all necessary close-out procedures required by the
11 State and the City, including preparation of close-out reports and transmittal to the City of
12 all documents in the possession of Contractor which relate to the conduct of the program
13 and Contractor's services hereunder. Final payment to the Contractor under this Contract
14 will be paid only after the City has determined that Contractor has satisfactorily completed
15 said close-out procedures.

16 If the Contractor is subject to the Single Audit Act (SAA), the Contractor shall
17 include this Contract within the scope of the SAA audit. A copy of the SAA final audit
18 report shall be delivered by Contractor to the City of Long Beach within thirty (30) calendar
19 days after its receipt by Contractor and, in any event, no later than six (6) months after the
20 end of the then-current fiscal year of Contractor. In the event the Contractor fails to comply
21 with this requirement, the Contractor shall be liable for any costs incurred by City for a
22 *substitute audit or review.*

23 Section 7. Accounting Procedures.

24 On a monthly basis, commencing on the last day of month next succeeding
25 the Effective Date of this Contract, the Contractor will submit an invoice with supporting
26 documentation for payment based upon the cost categories in the Fee Schedule. These
27 invoices will be due within ten (10) working days after the end of each month Contractor
28 shall complete the monthly payment requests in the format required by the City.

1 The Contractor will establish separate account numbers within its accounting
2 system to account for the expenditures and revenues of this Contract. The Contractor's
3 accounting system will be in compliance with all applicable procedures and Federal and
4 State authorities having jurisdiction over this Contract, and shall be consistent with the
5 fiscal and accounting procedure set forth in this Contract. Without limiting the generality
6 of the foregoing, the Contractor shall adhere to the following fiscal and accounting
7 procedures:

8 A. Maintain a bank account and perform monthly bank reconciliations.

9 1. Deposit all receipts in the bank account promptly and intact.

10 (Do not pay any expense directly out of cash receipts).

11 2. Maintain bank validated copies for every deposit slip in
12 chronological order. Each deposit slip should include sufficient detail to
13 explain the source of the funds being deposited. (This may be done by
14 recording the details on the deposit slip or by attaching supporting
15 documentation which may have been received with the receipts.)

16 3. Disburse all funds by check, preferably signed by two
17 employees, neither of whom is the bookkeeper or the accounting clerk.

18 B. Designate specific employees to perform each of the following
19 functions:

20 1. Receipt for goods and services provided to Contractor.

21 2. Approve the purchase of goods and services for Contractor.

22 3. Approve employee time sheets.

23 4. The designee for B.1 and B.2 above cannot be the same
24 person.

25 C. Maintain documented support for every check written which should
26 include:

27 1. Original invoice from each vendor.

28 2. Indication by signature and date of an authorized employee

1 that the goods or services were received by the Contractor. This may be
2 done on a separate receiving report, a copy of a packing slip or on the
3 invoice itself.

4 3. Indication that the goods or services were approved for
5 purchase by an authorized individual. This should be by signature and dated
6 and should appear on the invoice or on the purchase order or purchase
7 requisition, if such is used by the Contractor.

8 D. Maintain a copy of each invoice submitted to Grants Accounting with
9 copies of all supporting documents.

10 E. Maintain the following records in an orderly fashion by grant period or
11 Contractor's fiscal year:

- 12 1. Bank statements and bank reconciliations.
- 13 2. Deposit slips and supports.
- 14 3. Checks and supports.
- 15 4. Time sheets or documentation to verify Contractor's labor
16 costs.
- 17 5. Cash receipts and cash disbursement journals.
- 18 6. Requests for reimbursement and supports.
- 19 7. Financial statements.

20 F. Maintain and file all required tax and personnel reports with
21 appropriate agencies.

22 G. Contractor must adhere to all audit requirements as outlined in OMB
23 Circular A-128, 29 CFR 95, and 29 CFR Part 96, and A-133, 29 CFR 97.26 and 29
24 CFR 95.26 as applicable.

25 All invoices and billings will be considered final and must be submitted
26 within 45 calendar days from the end of the Term. Resolution of disputed matters must
27 be resubmitted within 15 calendar days from date mailed to Contractor. City, in its sole
28 discretion, may elect not to pay any invoices or billings submitted after the cut-off date.

1 Section 8. Independent Contractor Status.

2 It is distinctly understood that in the performance of this Contract, the
3 Contractor shall at all times be considered a wholly independent contractor and that
4 Contractor's obligations to and authority from the City are solely as are prescribed by this
5 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any
6 manner represent that Contractor or any of its agents, volunteers, subscribers, members,
7 officers or employees are in any manner the officers, employees or agents of the City or
8 the Greater Long Beach Workforce Development Board (GLBWDB), an unincorporated
9 non-profit association. Contractor shall not have any authority to bind the City or GLBWDB
10 at any time or for any purpose. Contractor or any of Contractor's officers, employees or
11 agents shall not have any power or authority as agents or employees of the City or
12 GLBWDB and shall not be entitled to any of the rights, privileges or benefits of a City or
13 GLBWDB employee.

14 Section 9. Assignment.

15 Contractor shall not delegate its duties or assign its rights hereunder, either
16 in whole or in part, without the prior written consent of the City.

17 Section 10. Indemnification and Hold Harmless.

18 Contractor expressly agrees to defend, protect, indemnify and hold
19 GLBWDB, the City, and their respective officers, employees and agents ("indemnified
20 parties"), free and harmless from and against any and all claims, damages, expenses, loss
21 or liability of any kind or nature whatsoever growing out of, or resulting from the acts or
22 omissions of Contractor, its officers, agents or employees in the performance of this
23 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal
24 actions that may be instituted against either the indemnified parties and Contractor shall
25 pay any settlement entered into or satisfy any judgment that may be rendered against
26 either the indemnified parties as a result of said acts or omissions of Contractor, its
27 officers, agents or employees in the performance of this Contract.

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Section 11. Insurance.

As a condition precedent to the effectiveness of this Contract, and at all times during the term hereof, at its sole expense and in partial performance of the obligations of indemnity assumed under Section 10 above, Contractor shall procure and maintain the following types and amounts of insurance:

A. Comprehensive General Liability in an amount not less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence or Four Million Dollars (\$4,000,000) General Aggregate for bodily injury, personal injury and property damage. The indemnified parties shall be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor and coverage shall be in a form acceptable to the Risk Manager of the City ("Risk Manager").

B. Automobile Liability in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

C. Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability Insurance with limits of One Million Dollars (\$1,000,000) per occurrence.

D. Accidental Medical, Death and Dismemberment Insurance for all participants not entitled to workers' compensation benefits under the provisions of Section 3700 of the Labor Code of the State of California, unless this requirement has been waived in writing by the Risk Manager. Said insurance shall have limits of not less than One Hundred Thousand Dollars (\$100,000) Accident Medical and Twenty-Five Thousand Dollars (\$25,000) Accidental Death and Dismemberment.

E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars (\$25,000), whichever is higher, to safeguard the proper handling of funds by those employee's agents or representatives of the Contractor who sign as the

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1 maker of checks or drafts or in any manner authorize the disbursement or
2 expenditure of said funds.

3 Each insurance policy shall be endorsed to provide that coverage shall not
4 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
5 prior written notice has been given to the City. All such insurance shall be primary and not
6 contributing to any other insurance or self-insurance maintained by the indemnified parties.

7 The insurance required hereunder shall be placed with carriers admitted to
8 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
9 Company and may be subject to such self-insurance or deductible as may be approved
10 by the Risk Manager. Any subcontractors which Contractor may use in the performance
11 of services under this Contract shall be required to maintain insurance in accordance with
12 the requirements of this Section 11.

13 Contractor shall furnish the City with certificates of insurance and with original
14 endorsements affecting coverage as required above. The certificates and endorsements
15 for each insurance policy shall be signed by a person authorized by that insurer to bind
16 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
17 extended reporting period of not less than one hundred eighty (180) days. No claims made
18 policies shall be acceptable to City unless the City Manager determines that no occurrence
19 policy is available in the market for the particular risk being insured. Any modification or
20 waiver of the insurance requirements contained in this contract shall only be made with the
21 written approval of the Risk Manager in accordance with established City policy.

22 Section 12. Drug-free Workplace.

23 Contractor shall comply with Government Code Sections 8350 et seq. and 29
24 CFR Part 98, in matters relating to providing a drug-free workplace including, but not
25 limited to, the following:

26 A. Publishing a statement notifying employees that unlawful manufacture,
27 distribution, dispensation, possession, or use of a controlled substance is prohibited
28 and specifying actions to be taken against employees for violations, as required by

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1 Government Code Section 8355(a).

2 B. Establishing a Drug-Free Awareness Program as required by
3 Government Code Section 8355(b), to inform employees about all of the following:

- 4 1. The dangers of drug abuse in the workplace,
- 5 2. The person's or organization's policy of maintaining a drug-free
6 workplace,
- 7 3. Any available counseling, rehabilitation and employee
8 assistance programs, and
- 9 4. Penalties that may be imposed upon employees for drug abuse
10 violations.

11 C. Ensuring that every employee who provides services under this
12 Contract:

- 13 1. Will receive a copy of Contractor's drug-free policy statement,
14 and
- 15 2. Will agree to abide by the terms of Contractor's statement as
16 a condition of employment on this Contract:

17 Payments due Contractor may be subject to suspension or termination for
18 failure to carry out the requirements of Government Code Sections 8350 et seq. and 29
19 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in
20 Government Code Section 8357, the City shall not be required to ensure that Contractor
21 provides a drug-free workplace.

22 Section 13. Non-Discrimination.

23 In connection with performance of this Contract and as refined by applicable
24 federal laws, rules and regulations, Contractor shall not discriminate in employment or in
25 the performance of this Contract on the basis of race, religion, national origin, color, age,
26 sex, sexual orientation, AIDS, HIV status, handicap, or disability.

27 It is the policy of City to encourage the participation of Disadvantaged,
28 Minority and Women-Owned Business Enterprises in City's procurement process, and

1 Contractor agrees to use its best efforts to carry out this policy in the award of all approved
2 subcontracts to the fullest extent consistent with the efficient performance of this Contract.
3 Contractor may rely on written representations by subcontractors regarding their status.
4 Contractor shall report to City in March and in September or, in the case of short-term
5 agreements, prior to invoicing for final payment, the names of all sub-consultants engaged
6 by Contractor for this Project and information on whether or not they are a Disadvantaged,
7 Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small
8 Business Act (15 U.S.C. Sec. 637).

9 Section 14. Confidentiality.

10 Contractor shall keep confidential all financial, operations and performance
11 records relating to its performance of this Contract ("Data") and shall not disclose the Data
12 or use the Data directly or indirectly other than in the course of services provided
13 hereunder. The obligation of confidentiality shall continue following expiration or earlier
14 termination of this Contract. In addition, Contractor shall keep confidential all information,
15 whether written, oral, or visual, obtained by any means whatsoever in the course of
16 Contractor's performance hereunder for the same period of time. Contractor shall not
17 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of
18 others without first obtaining the prior written authorization and consent of the City.

19 All data and other information, in whatever form or medium, compiled or
20 prepared by Contractor in performing its services or furnished to Contractor by City shall
21 be the property of City and City shall have the unrestricted right to use or disseminate
22 same without payment of further compensation to Contractor. Copies of Contractor's work
23 product may be retained by Contractor for its own records.

24 Section 15. Breach of Confidentiality.

25 Contractor shall not be liable for a breach of confidentiality with respect to
26 Data that:

- 27 (a) Contractor demonstrates Contractor knew prior to the time City
28 disclosed it; or

1 (b) Is or becomes publicly available without breach of this Contract by
2 Contractor; or

3 (c) A third party who has a right to disclose such information does so to
4 Contractor without restrictions on further disclosure; or

5 (d) Must be disclosed pursuant to subpoena, court order, state or federal
6 WIA rules and regulations, federal Department of Labor rules and regulations, or the
7 rules and regulations of any other governmental agency having jurisdiction over
8 WIA administration.

9 Section 16. Notices.

10 All notices required or given pursuant to the provisions hereof may be served
11 either by: (1) enclosing the same in a sealed envelope addressed to the party intended to
12 receive the same at the address indicated herein and deposited postage prepaid, in the
13 U.S. Postal Service as certified mail, return receipt requested, or (2) personal service.
14 Such notices shall be effective on the date personal service is effected or the date of the
15 signature on the return receipt. For the purposes hereof, the address of the City and the
16 proper party to receive any such notices in its behalf is the City Manager, City Hall, 333
17 West Ocean Boulevard, Long Beach, California 90802; and Contractor's address for
18 service of any such notices shall be Long Beach Unified School District, 3701 East Willow
19 Street, Long Beach, CA 90815, Attention: Roberta Lanterman; Telephone No. (562) 595-
20 8893; email address: rlanterman@lbusd.k12.ca.us.

21 Section 17. Contract Administration.

22 The City Manager, or designee, is authorized and directed, for and on behalf
23 of the City, to administer this Contract and all related matters, and any decision of the City
24 Manager, or his designee, in connection herewith shall be final.

25 Section 18. Corporate Status.

26 If the Contractor is a corporation, Contractor shall, as a condition precedent
27 to the effectiveness of this Contract, submit to City proof of good standing of the corporate
28 status.

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1 Section 19. Entire Agreement.

2 This document fully expresses all understandings of the parties concerning
3 all matters covered and shall constitute the total Agreement. Except for the adjustments
4 of Exhibits "B" and "C" as provided in Section 4 hereof, no addition to or alteration of the
5 terms of this Contract whether by written or oral understanding of the parties, their officers,
6 agents or employees shall be valid unless made in writing and formally adopted in the
7 same manner as this Contract.

8 Section 20. Captions and Organization.

9 The various headings and numbers herein and the grouping of the provisions
10 of this Contract into separate Sections, paragraphs and clauses are for the purpose of
11 convenience only and shall not be considered a part hereof, and shall have no effect on
12 the construction or interpretation of any part of this contract.

13 Section 21. Tax Identification Number.

14 Contractor's Tax Identification Number is [REDACTED]

15 Section 22. Authorization to Execute.


16 Contractor warrants and affirms to City that any and all persons signing this
17 Contract are authorized and empowered to so sign and that the execution of this Contract
18 by such person or persons does bind Contractor to all terms, covenants and conditions of
19 this Contract.

20 IN WITNESS WHEREOF, the parties hereto have caused these presents to
21 be duly executed with all the formalities required by law on the respective dates set forth
22 opposite their signatures.

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LONG BEACH UNIFIED SCHOOL DISTRICT,
a public school system created and authorized
by the California Constitution and Long Beach
City Charter

Dated: 1/19, 2006 ^{ks}

By 
Title **Chief Business & Financial Officer**

Dated: _____, 2006

By _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: ~~1/26/07~~ ^{2.5.07}, 2006 ¹⁷

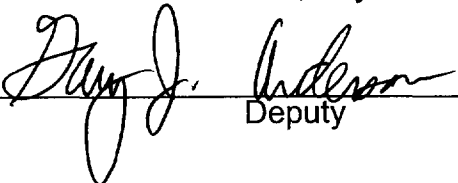
By 
City Manager

"City"

The foregoing Contract is hereby approved as to form this 23rd day of

January, 2006 ⁷

ROBERT E. SHANNON, City Attorney

By 
Deputy

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Telephone (562) 570-2200

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California Department of Education
GRANT AWARD NOTIFICATION
 AC-406 (Rev. 2/06/06)

EXHIBIT "A"

| | | | | |
|--|------------------|-------------------------------------|----------------|--------|
| GRANTEE NAME AND ADDRESS Ray Worden, Workforce Manager City of Long Beach 110 Pine Avenue, Suite 1200 Long Beach, CA 90802 | CDE GRANT NUMBER | | | |
| | FY | PCA | Vendor Number | Suffix |
| | 06-07 | 14331 | G156-01 | 01 |
| Attention Ray Worden | COUNTY 19 | STANDARDIZED ACCOUNT CODE STRUCTURE | | |
| Program Office City of Long Beach | | Resource | Revenue Object | |
| Telephone 562 570-6310 | | 3105 | 8290 | |

Name of Grant Program
William F. Goodling Even Start Family Literacy

| GRANT AMOUNT | Original/Prior Amendments | Amendment Number | Amendment Amount | Total | Index | Federal Catalog Number |
|--------------|---------------------------|------------------|------------------|--------------|-------|------------------------|
| | \$172,500.00 | | | \$172,500.00 | 0656 | 84.213C |

| | | |
|-------------|--------------|---------------|
| AWARD DATES | Starting | Ending |
| | July 1, 2006 | June 30, 2007 |

Dear Mr. Worden:

Congratulations! I am pleased to inform you that you have been funded for the William F. Goodling Even Start Family Literacy program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Maria A. Amor, Analyst
 Even Start Office
 California Department of Education
 1430 N Street, Suite 3410
 Sacramento, CA 95814-5901

APPROVED AS TO FORM
9-25, 2006
ROBERT E. SHANNON, City Attorney
Charles Parkin

| | | |
|---|------------------|---|
| California Department of Education Contact Maria A. Amor | Title Analyst | By <i>Charles Parkin</i> DEPUTY CITY ATTORNEY |
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| | |
|------------------------------------|-----------------------------|
| E-mail Address mamor@cde.ca.gov | Telephone (916) 319-0606 |
|------------------------------------|-----------------------------|

| | |
|---|------------------------|
| Signature of the State Superintendent of Public Instruction or Designee <i>Paul D. Bonnell</i> | Date August 4, 2006 |
|---|------------------------|

CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND ASSURANCES
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions; and I agree to comply with all requirements as a condition of funding.

| | |
|--|-----------------------|
| Printed Name of Authorized Agent GERALD R. MILLER | Title CITY MANAGER |
|--|-----------------------|

| | |
|--|----------------------------|
| E-mail Address bryan_rogers@longbeach.gov | Telephone 562- 570-3701 |
|--|----------------------------|

| | |
|---------------------------------|-----------------|
| Signature <i>Mack Miller</i> | Date 10-4-06 |
|---------------------------------|-----------------|

GRANT AWARD NOTIFICATION (Continued)

Please note, due to the William F. Goodling Even Start Family Literacy program budget reductions for project year 2006-07, the maximum amount that will be approved by the Even Start Office for preparation of the annual program evaluation will be \$10,000 or up to 5 percent of your projects approved budget, which ever is less.

All grantees must comply with the Education Department General Administrative Regulations, Subpart C 80:43. Enforcement:

(a) Remedies for noncompliance. If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions as appropriate in the circumstances: (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency, (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance, (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program, (4) Withhold further awards for the program, or (5) Take other remedies that may be legally available.

Any budget revision in excess of 10 percent in any budget category requires prior written approval from the Even Start Office.

| | | | | |
|---|-------------------------|--|-----------------------|---------------|
| GRANTEE NAME AND ADDRESS Ray Worden, Workforce Manager City of Long Beach 110 Pine Avenue, Suite 1200 Long Beach, CA 90802 | CDE GRANT NUMBER | | | |
| | FY | PCA | Vendor Number | Suffix |
| | 06-07 05-06 | 14381 | G156-01 | 01 |
| Attention Ray Worden | COUNTY 19 | STANDARDIZED ACCOUNT CODE STRUCTURE | | |
| Program Office City of Long Beach | | Resource | Revenue Object | |
| Telephone (562) 570-6310 | | 5810 | 8290 | |

Name of Grant Program
 William F. Goodling Even Start Family Literacy

| GRANT AMOUNT | Original/Prior Amendments | Amendment Number | Amendment Amount | Total | Index | Federal Catalog Number |
|--------------------|---------------------------|------------------|------------------|-------------|-------|------------------------|
| | \$20,000.00 | | | \$20,000.00 | 0656 | 84.213 |
| AWARD DATES | Starting | | Ending | | | |
| | July 1, 2006 | | June 30, 2007 | | | |

Dear Mr. Worden:

Congratulations! I am pleased to inform you that you have been funded for the William F. Goodling Even Start Family Literacy Coaching project.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Maria A. Amor, Analyst
 Even Start Office
 California Department of Education
 1430 N Street, Suite 3410
 Sacramento, CA 95814-5901

APPROVED AS TO FORM

9-10, 2006
ROBERT E. SHANNON, City Attorney
 By *Charles Packer*
 DEPUTY CITY ATTORNEY

| | |
|--|------------------------------------|
| California Department of Education Contact Maria A. Amor | Title Analyst |
| E-mail Address mamor@cde.ca.gov | Telephone (916) 319-0606 |
| Signature of the State Superintendent of Public Instruction or Designee <i>J. P. O'Connell</i> | Date August 18, 2006 |

CERTIFICATION OF ACCEPTANCE OF GRANT CONDITIONS AND ASSURANCES

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions; and I agree to comply with all requirements as a condition of funding.

| | |
|---|-----------------------------------|
| Printed Name of Authorized Agent GERALD R. MILLER | Title CITY MANAGER |
| E-mail Address bryan.rogers@longbeach.gov | Telephone 562- 570-3701 |
| Signature <i>M. Rogers</i> | Date |

GRANT AWARD NOTIFICATION (Continued)

Roberta Lanterman has agreed to provide coaching support and training to local projects. The roles and responsibilities of an Even Start coach are to provide technical assistance training and support in the following areas:

- Center for Improving the Readiness of Children for Learning and Education (CIRCLE), Phonological Picture Vocabulary Test (PPVT III), Parent Education Profile (PEP), and Family Math trainings
- Recruitment and Retention
- Integration of the four components
- Program evaluation
- Professional development advice
- Assist projects that are having difficulties in implementing their Even Start program
- Participate in meetings with CDE staff and other coaches
- Serve as lead for site validation visits
- Other activities deemed necessary

EXHIBIT "B"

SCOPE OF SERVICES

**Even Start Family Literacy Grant
Cost Reimbursement Contract**

CONTRACTOR: Long Beach Unified School District
(Hereinafter referred to as "Contractor")
1515 Hughes Way
Long Beach, California 90810

CONTRACT PERIOD: July 1, 2006 – June 30 2007

I. STATEMENT OF WORK:

In accordance with this Contract, the Long Beach Unified School District, hereinafter referred to as the "Contractor", will provide Even Start Family Literacy services in coordination for the City of Long Beach, hereinafter referred to as the "City". The Catalogue of Federal Domestic Assistance (CFDA) title for this project is listed under Even Start Grants at CFDA 84.213C. The United States Department of Education is the federal agency responsible for the Even Start Family Literacy Program under CFR Part 212, EDGAR as applicable, PL 100-297 Elementary and Secondary Education Act of 1965 as amended.

The project code number as assigned by the Even Start National Evaluation team will be CA1D. This project code should be used to identify this project when communicating with the National Evaluation Team.

II. AMOUNT OF CONTRACT:

The Contractor will be reimbursed through a purchase order process. All costs will be in compliance with Exhibit "C."

III. PROJECT CONTACT INFORMATION:

For purposes of project coordination, the following individuals are the responsible parties for which all operational and fiscal activities will be coordinated:

- City Program Contact

Alisa Munoz, Program Manager
 Career Transition Center
 3447 Atlantic Ave.
 Long Beach, CA 90807
 (562) 570-3748
- City Fiscal Contact

Gary Stoppelmoor, Fiscal
 Coordinator
 Career Transition Center
 3447 Atlantic Ave.
 Long Beach, CA 90806
 (562) 570-7738
- Contractor Program Contact

Roberta Lanterman
 Long Beach School for Adults
 3701 E. Willow Street
 Long Beach, Ca 90815
 (562) 595-8893, ext. 203
- Contractor Fiscal Contact

Pina Wright
 Contract Analyst
 Long Beach Unified School
 District
 Purchasing & Contracts Branch
 Long Beach, CA 90805
 (562) 663-3018

IV. SERVICES:

- A. Contractor shall provide Even Start family literacy services including early childhood, parent education, adult basic education, and parent and child interactive literacy activities.
- B. Contractor will attend all required State and local meetings as required.
- C. Contractor will ensure that all program services will be offered at the Long Beach School for Adults and in coordination with Long Beach Unified School district Head Start.
- D. Outreach and Recruitment: Contractor will be responsible for all outreach and recruitment of project participants in collaboration with the City. Methods of outreach and recruitment will focus on

marketing through the City's workforce programs, outreach through various school sites, and neighborhood outreach efforts.

- E. Orientation: An individual or small group orientation will be conducted prior to enrolling a family in the project. The orientation will include, but is not limited to the following:
1. Convey to participant the purpose of the project.
 2. Describe what may be expected in terms of participation.
 3. Relate classroom schedules and facility services information.
 4. Stress the positive and helpful aspects of the project through involvement in motivational activities.
 5. Elicit full cooperation and commitment toward the project.
 6. Explanation of the various components of the project.
 7. Explanation of the reasons for each project component.
 8. Explanation of the City's Career Transition Center programs and services.
 9. Opportunities for questions and answers.
- F. Placement: Contractor will assist the families in determining the proper mix of services and placement into a local program.
- G. Services: Contractor will ensure that families receive the proper mix of services, which will include early childhood education, parent education, adult basic education/higher education as appropriate, and parent and child interactive literacy activities.
- H. Contractor will ensure that coordination with the workforce program occurs in order to provide employment services to customers on an as needed basis.
- I. Contractor will maintain and provide all data to the State Department of Education using the ESPIRS system. Reports must also be forwarded to the City in conjunction with submission to the State.
- J. Contractor will ensure coordination with all project partners on a regular basis.

V. RECORD MANAGEMENT AND TIMELINES:

- A. All records shall be made available to the City for inspection on an as-needed basis.

- B. Contractor will be responsible for the accuracy and completeness of all activities, and for the security of all related documents and data.
- C. Attendance records for all classes and events shall be maintained and submitted to appropriate CTC staff upon request.

VI. GOALS OF THE PROJECT:

The Contractor shall ensure the following goals established for the project:

- A. To assist children in reaching their full potential as learners.
- B. To help parents become full partners in their children's education.
- C. To provide literacy training for parents.
- D. To help parents develop skills necessary to obtain and maintain employment.
- E. To develop a model for addressing the needs of families within the family literacy model.

The Contractor shall provide evidence of success towards accomplishing these established goals by providing a program evaluation at the end of each program year.

VII. CONTINUATION OF CONTRACT:

- A. Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract; and/or
- B. Availability of funds from the State of California Department of Education.

VIII. INVOICING/BUDGETARY REQUIREMENTS:

- A. Contractor is responsible for the ordering, payment, and receiving of all materials necessary to administer all program components.
- B. Contractor will ensure that billing is submitted monthly and is in compliance with Exhibit "B" Budget Summary.
- C. Section 1054[c] of the General Education Provisions Act (GEPA) provides that funds may not be used for indirect costs. Under section 89.24(a) of EDGAR, indirect costs do not qualify for cost sharing and may not be used as a portion of the grantee's contribution to the project cost. Funds from Event Start projects must be kept in a separate account from the Title I funds per GEPA section 635(b)(2) and (b)(5). Although the Even Start Family

Literacy Program is operated under the auspices of Part B of Title I of the Elementary and Secondary Education Act, these funds cannot be co-mingled and must be accounted for separately.

- D. Contractor shall ensure that the maximum federal funded share of the total allocated amount is based on a federal portion that will decrease by 10% each year. The in-kind share starts at 10% and must increase by 20%, 30%, and 40% each succeeding year through year four.
- E. Contractor shall ensure that all funds awarded during the term of this contract must be spent or encumbered by June 30, 2007.

IX. CONTRACT MODIFICATION:

Contractor agrees to the following procedures for modification:

- A. All requests for contract modifications must be written and provide detailed justification for such a modification and be approved by the City.
- B. The City may initiate a modification at any time during the contractual term with written concurrence from the Contractor.
- C. Any changes made in Exhibit "C" Budget Summary must be approved by the City and be processed either through a Letter of Modification or an Amendment.

CITY OF LONG BEACH
DEPARTMENT OF COMMUNITY DEVELOPMENT
WORKFORCE DEVELOPMENT BUREAU
PROJECT BUDGET SUMMARY

Organization Information:

Name: Long Beach Unified School District Family Literacy


Address: 3701 E. Willow St. Long Beach CA 90815
Street City Zip Code

Telephone Number: 562-595-8893 X 264

Fax Number: 562-989-1847

Email Address: Rlanterman@^{lbud}lbuds.k12.ca.us

Contact Person: Roberta Lanterman

Federal ID: 

Agreement Information:

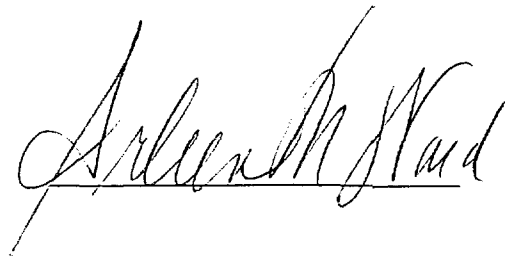
Budget Period: 7/1/05 - 6/30/06 Contract No: _____

Effective Date: 7/1/2005 Amendment No: _____

Funding Source: William F. Goodling Even Start Family Literacy Program

Project Name: Family Literacy

Fiscal Approval:



Date:

10/13/04.

BUDGET INFORMATION

SECTION A - Budget Summary by Categories

| Acct.No. | Budget Category | (A) | (B) | (C) |
|-------------------------------|------------------------------|------------|-------|-------|
| 101 | Administrative Costs | | | - |
| 102 | Fringe Benefits | | | |
| 103 | Administrative Costs - Other | | | |
| 118 | Indirect Costs | | | - |
| 201 | Project Staff | 97,253.00 | | |
| 202 | Fringe Benefits | 36,541.00 | | |
| 203 | Training/Training Materials | 4,181.00 | | |
| 204 | Operating Costs | | | |
| 205 | Support Services | | | |
| 206 | Program - Other | 14,525.00 | | |
| | | | | |
| Total Funds Requested: | | 152,500.00 | - | |

Section B - Cost Sharing/Match Summary (if appropriate)

| Acct. No. | Budget Category | (A) | (B) | (C) |
|----------------------------------|----------------------|-------|-------|-------|
| 301 | Cash Contribution | | | - |
| 302 | In-Kind Contribution | | | - |
| | | | | - |
| Total Cost Sharing/Match: | | - | - | - |

Note: Use column A to record funds requested for the initial period of performance (i.e., 12 months, 13 months, etc); Use Column B to request budget modification changes to your original budget, Column A, (i.e., requests for additional funds or line item changes); and use Column C to record the totals (A + B). If this is the initial budget request, there will be no modifications and Column A will equal column C.

BUDGET DETAIL

| ADMINISTRATIVE COSTS | | | | Account 101 |
|-------------------------|---------------|---------------|-----------|-------------|
| Position Title/Activity | Annual Salary | No. of Months | % of Time | Total |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | - |

| ADMINISTRATIVE COSTS: FRINGE BENEFITS | | | Account 102 |
|---------------------------------------|--------|-----------------|-------------|
| Description | % Rate | Rate Applied to | Total |
| FICA | | | |
| Workmen's Compensation | | | |
| Health & Welfare Insurance | | | |
| Retirement or Pension | | | |
| Other SUI | | | |
| TOTAL | | | - |

| ADMINISTRATIVE COSTS: OTHER | | | Account 103 |
|-----------------------------|--|----------------|-------------|
| Description | | Quantity/Price | Total |
| | | | |
| | | | |
| TOTAL | | | - |

| ADMINISTRATIVE COSTS: IN-DIRECT | | | Account 118 |
|---------------------------------|--|--|-------------|
| Indirect Costs | | | Total |
| | | | |
| | | | |
| TOTAL | | | - |

| PROGRAM COSTS: STAFF SALARIES | | | | Account 201 |
|--|-------------|---------------|-----------|-------------|
| | Hour Salary | No. of Months | % of Time | Total |
| Program Facilitator | | 10 | 100% | 35,074.00 |
| Adult Education Liaison | | 10 | 50% | 12,364.00 |
| Parent Education Teacher/K-3 Liaison | | 10 | 45% | 23,550.00 |
| Hourly Additional Teacher Support | | 10 | N/A | 10,980.00 |
| Office Assistant | | 10 | 31% | 12,300.00 |
| Hourly Additional Teacher Aide Support | | 10 | N/A | 2,985.00 |
| | | | | |
| | | | | |
| | | | | |
| TOTAL | | | | 97,253.00 |

| PROGRAM: FRINGE BENEFITS | | | Account 202 |
|---------------------------------------|--------|-----------------|-------------|
| Description | % Rate | Rate Applied to | Total |
| WC, STRS, PERS, Medicare, SUI, Health | | | 36,541.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | 36,541.00 |

TRAINING/TRAINING MATERIALS

Account 203

| Description | Quantity/Price | Total |
|-----------------------------------|----------------|-----------------|
| Office Supplies | | 2,181.00 |
| Parenting and Preschool Materials | | 2,000.00 |
| | TOTAL | 4,181.00 |

OPERATING COSTS

Account 204

| Description | Quantity/Price | Total |
|-------------|----------------|----------|
| | | |
| | | |
| | | |
| | TOTAL | - |

SUPPORT SERVICE

Account 205

| Description | Quantity/Price | Total |
|-------------|----------------|----------|
| | | |
| | | |
| | | |
| | TOTAL | - |

PROGRAM - OTHER

Account 206

| Description | Quantity/Price | Total |
|------------------------------|----------------|------------------|
| evaluator | | 8,625.00 |
| conferences, travel, mileage | | 5,400.00 |
| postage | | 500.00 |
| | | |
| | TOTAL | 14,525.00 |

CASH CONTRIBUTION

Account 301

| Description | Quantity/Price | Total |
|-------------|----------------|----------|
| | | |
| | | |
| | | |
| | TOTAL | - |

IN-KIND CONTRIBUTION

Account 302

| Description | Quantity/Price | Total |
|-------------|----------------|----------|
| | | |
| | | |
| | | |
| | TOTAL | - |

| | | |
|-------------|----|------------|
| GRAND TOTAL | \$ | 152,500.00 |
|-------------|----|------------|