



LBUSD No.: 2884.05
Board Approval: NOV 2 2010
P.O.: C656326

31893

AGREEMENT FOR AFTER-SCHOOL PROGRAM SERVICES

THIS CONTRACT is made this 14th day of July, 2010, between **CITY OF LONG BEACH**, hereinafter called the Contractor, and **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter called the District.

PURPOSE

Program funds shall be used by the Contractor to operate an after-school enrichment program at **Burbank Elementary School**. The program will include academic components to promote participating students' achievement, and a range of services and programs to support the mental, physical, social and emotional development of participating students.

SCOPE OF WORK

Contractor agrees to operate the **After School Education and Safety** after-school enrichment program in accordance with Exhibit A, and the policies and procedures issued by the District, incorporated herein by reference as Exhibit B.

TOTAL CONTRACT AMOUNT AND PAYMENT RATE

The District agrees to pay the Contractor at a rate of SIX DOLLARS and 37.5/100 (\$6.375) per student attendance. Total amount not to exceed ONE HUNDRED SIXTY ONE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS AND NO/100 (\$161,797.00) for services performed. Maximum core amount is \$134,831.00 and supplemental amount is \$26,966.00.

Contractor will receive fifteen percent (15%) of the total amount of the contract for start up expenses on the initial invoice. Subsequent payments will be billed monthly based on attendance. The District reserves the right to reduce ten percent (10%) of the total contract amount if such expenses are not billed by February 15, 2011.

Contractor must submit monthly attendance reports, Program Coordinator logs, invoices, and monthly program expenditures by the 7th of the month. An up-to-date expense report must be submitted by February 15, 2011 with sixty percent (60%) of the total contract amount expended. Within one month after the start of the after school program, enrollment needs to be at 75% with a goal of 100% by November 10, 2010.

Final expenditures should be submitted to the District within 20 days after June 30, 2011 or after the termination date, with no carryover amounts allowed. Any monies received by Contractor that has not been spent by June 30, 2011 must be returned to District immediately after the final expenditures report, no later than September 15, 2011.

All final invoices, inventories, and expense reports will be submitted by the Contractor within 30 days after the close of the contract. During the 30-day close of the program, the District After School Program staff and the Contractor will do inventories.

TERM

The effective time period of this contract is July 1, 2010 through June 30, 2011. This contract validity is dependent upon final funding from the California Department of Education (CDE).

TERMINATION

This contract may be terminated by either party at any time upon fourteen (14) calendar days prior written notice.

BUDGET CONTINGENCY

It is mutually agreed that if sufficient funds are not appropriated for the program in the current year budget and/or subsequent years covered under this contract, then this contract shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this contract, and the Contractor shall not be obligated to perform any provisions of this Contract.

AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract. Within ninety (90) days of termination of services at any site, Contractor agrees to turn over all relevant records from program operations to the District, including, but not limited to, attendance records, accounting documents, cancelled checks, and expense receipts.

The Contractor shall make said evidence available to the District at all reasonable times and without charge to the District. Said material shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall at no cost to the District, furnish assistance for such examination/audit. The Contractor and its suppliers shall keep and preserve all such records for a period of no less than five (5) years, and in no event for a period shorter than required by the funding grant, from and after final payment or contract termination. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this contract until such evidence/documents are provided to the District.

NOTICES

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. 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. At 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: 562/663-3016
 Facsimile: 562/634-5013

CONSULTANT:
 City of Long Beach
 Contract Management Division
 2760 N. Studebaker Rd
 Long Beach, CA 90815
 Attn: Elvira Hallinan
 Telephone: 562-570-3100
 Facsimile: 562-570-3109

RESPONSIBILITY

The work will be performed by the Contractor under the direction of the Director of Special Projects, for the District.

ASSIGNMENT OR TRANSFER

Neither this contract, nor any portion hereof, or interest herein shall be assigned or transferred by either party.

INSURANCE

As a material condition of this Contract, the Contractor shall maintain at its sole expense, for the duration of this Contract and if applicable throughout the close-out period of all program activities, a program of insurance or self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with its performance or non-performance pertaining to this Contract. The Contractor shall name the District as additional insured and shall reference this Contract.

The Contractor shall furnish the District with satisfactory written evidence of insurance for the services provided herein, and the additional insured endorsement prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice. Each insurance policy shall be provided by an insurance organization acceptable to the District with a rating of at least A or better and authorized by the California Insurance Commissioner to transact insurance business in the State of California.

Minimum Scope and Limits of Insurance and/or Self-Insurance:

General Liability Coverage for injury, damage, or loss, including, but not limited to, premises and operations, contractual liability, independent contractors, personal injury, and professional liability for errors and omissions, with limits of not less than the following:

- General Aggregate: two million dollars (\$2,000,000.00)
- Products/Completed Operations Aggregate: one million dollars (\$1,000,000.00)
- Personal and Advertising Injury: one million dollars (\$1,000,000.00)
- Each Occurrence: one million dollars (\$1,000,000.00)

If coverage is written on claims made form, such coverage shall be endorsed to provide an extended period of not less than one year following the termination of this Contract.

Comprehensive Auto Liability insurance which shall be endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability coverage with limits of not less than the following:

- Each accident: one million dollars (\$1,000,000.00)
- Disease – policy limit: one million dollars (\$1,000,000.00)
- Disease – each employee: one million dollars (\$1,000,000.00)

The Contractor agrees to provide Workers' Compensation Insurance covering services to be provided by Contractor under this contract, or to self-insure such services.

INDEMNIFICATION

Contractor agrees to hold harmless and indemnify the District, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder, and Contractor agrees to defend any and all actions, suits or other legal proceedings, at Contractor's own expense, cost and risk, that may be brought or instituted against the District, its officers, agents and employees, on any such claim or demand, and pay or satisfy any final judgment or award against the District, its officers, agents or employees in any such action, suit or legal proceeding.

District agrees to hold harmless and indemnify the Contractor, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of willful misconduct or negligence by District hereunder.

EQUIPMENT

Contractor acknowledges that all equipment necessary for the program will be purchased by the District from grant proceeds. District shall maintain title to all equipment purchased for the program.

IN-KIND CONTRIBUTION

The Contractor agrees that in-kind contribution to the program is integral to the on-going success of the program. The Contractor agrees to contribute 15% to the program during the term of this agreement. In-kind contributions shall be demonstrated in an In-Kind Financial Budget report to be submitted to the District on an annual basis.

REPORTING REQUIREMENTS

The Contractor shall submit to District all financial documents including a written budget of estimated expenses for each program site at the beginning of the district's fiscal year and statistical and narrative reports required by District, as further outlined in Exhibit A. At a minimum, Contractor agrees to submit the following reports: program budget for the term of this agreement, to be submitted within thirty days of the commencement of services; year end accounting reconciliation, to be submitted by September 1st of each program year; State and Federal evaluation templates; and attendance track records. All such reports shall be submitted on a timely basis. Long Beach Unified School District reserves the right to place additional reporting requirements on the Contractor as appropriate.

NO THIRD PARTY OBLIGATIONS

The execution and delivery of this contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

CHANGES TO THE CONTRACT

This contract represents the entire contract between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended or modified only by an amendment in writing signed by both parties.

DISPUTES

All legal claims must be mediated in the County of Los Angeles within the State of California.

In the event of a dispute or claim arising out of or relating to the contract, both parties agree to engage in mediation prior to seeking any legal relief.

If either party brings an action or proceeding in order to enforce the provisions of this contract, each party shall bear the cost of its own attorney's fees.

GOVERNING LAW

This contract shall be governed by the laws of the State of California both as to interpretation and performance.

FINGERPRINT REQUIREMENTS

During the entire term of this Contract, the Contractor shall fully comply with the provisions of Education Code 45125.1 (Fingerprint Requirements).

COMPLIANCE

The Contractor shall conduct the program in compliance with all current and applicable laws and regulations. The Contractor shall also execute activities and expend resources in conformity with the guidelines in the Grant.

INTERPRETATION

Should interpretation of this contract, or any portion thereof, be necessary, it is deemed that this contract was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that said party prepared the contract or caused it to be prepared. The captions and headings of the various sections of the contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

INDEPENDENT CONTRACTOR

This contract is by and between Long Beach Unified School District and Contractor and is not intended, and shall not be construed by the aforementioned parties or any third parties, to create the relationship of principal or agent, officer, employee, partnership, joint venture or any other business or legal association Long Beach Unified School District and Contractor. Contractor understands and agrees that all persons furnishing services on behalf of Contractor pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of Long Beach Unified School District. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf on Contractor pursuant to this contract.

EDUCATION CODE

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 agencies.

CITY OF LONG BEACH

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

By  Assistant City Manager

Print Name Patrick H. West

Title City Manager

Date 10.8.10

Phone 562-570-6916

FAX 562-7650

Tax ID# 

E-Mail patrick.west@longbeach.gov

**LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By 

Barrick L. Bartlett

Purchasing and Contracts Director

Date 11/3/10

APPROVED AS TO FORM

Sept. 23, 20 10
ROBERT E. SHANNON, City Attorney

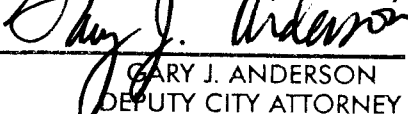
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBIT A

Scope of Work

The City of Long Beach and the Long Beach Unified School District agree to collaborate to provide an after-school program for students at **Burbank Elementary School**.

The City of Long Beach agrees to the following:

- To employ a Coordinator (1 for every 4 sites) to supervise their respective Site Directors, and to coordinate their respective after-school programs between the school and the Site Director;
- To notify the staff at the school and District After-School Program Office immediately of any changes in the after-school program staff.
- After-school program staff will hold at least three emergency drills.
- In the event an emergency occurs after the school office is closed, or during a period when the Contractor is hosting a special event, Site Directors will employ agreed-upon emergency and/or evacuation procedures. Site Directors must have student identification information, including emergency contact telephone numbers, to be able to notify parents, police, medical support, etc.
- Site Directors will work with school Principals to coordinate services with other established programs, such as after-school interventions, other agency programs/projects, etc., and to provide aligned services that meet the needs of the school.
- Principals and Site Directors shall cooperate in the recruiting and retaining of students to achieve the number of students budgeted to be served. Site Directors, Program Coordinators, and Principals will meet at least monthly to monitor program activities, attendance goals, and other plan components. Site Directors will notify Principals when the attendance drops below goal number of students to be served, and together they shall develop a written plan for increasing and maintaining enrollment.
- Site Directors will maintain a waiting list of students to ensure that vacancies are filled as soon as they occur.
- After-school program staff will follow the dress code and management standards established by the school, regarding personal use of cell phones, headsets, recording/listening devices, etc., during program hours.
- Site Director and Principal will meet to agree which classrooms and school site facilities will be used for the after school program.
- After-school program staff shall ensure that classrooms, workspaces, storage areas, and other facilities used for the after-school program be left clean and tidy.
- After-school programs will be open every day during the regular school calendar year.

The Long Beach Unified School District agrees to the following:

- Principals will notify the Site Director of any pending emergency drills so that available after-school program staff can participate. Principals will attempt to have at least one drill be held before the close of school with the after-school program staff.
- The school will provide Site Directors with student identification information, including

emergency contact telephone numbers, to be able to notify parents, police, medical support, etc.

- The school reserves the right to make recommendations for appropriate placements for students and will work with Site Directors to coordinate services with other established programs, such as after-school interventions, other agency programs/projects, etc., and to provide aligned services that meet the needs of the school.
- Principals and Site Directors shall cooperate in the recruiting and retaining of students to achieve the number of students budgeted to be served. Site Directors, Program Coordinators, and Principals will meet at least monthly to monitor program activities, attendance goals, and other plan components. Site Directors will notify Principals when the attendance drops below goal number of students to be served, and together they shall develop a written plan for increasing and maintaining enrollment.
- Site Director and Principal will meet to agree which classrooms and school site facilities will be used for the after school program.
- The school site Principal reserves the right to review the performance of the after-school program staff and make recommendations for changes as he/she sees fit.

EXHIBIT B

The Long Beach Unified District WRAP After-School Policies and Procedures Manual is on file and can be requested at the address indicated below:

**Birney Elementary School
WRAP Office, B-18
710 W. Spring Street.
Long Beach, CA 90806
Phone No. 562/290-0323**