Meeting Date: 05/17/11

ACTION	TYPE OF ITEM
☐ Approved Recommendation	X Info/Consent
☐ Ord. No(s). _____	Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Sofia Balderrama Agenda Item No. I - 10

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: May 5, 2011

TO: City Council

FROM: Sofia Balderrama, Management Analyst III
Recreation and Community Services

SUBJECT: **Agreement with the Oxnard School District to Receive Grant Funds for the City's Participation in the state funded After School Education and Safety Program in FY 11-12**

RECOMMENDATION

That City Council:

Approve and authorize the Mayor to execute an agreement (Contract No. A- 7410) with the Oxnard School District for the City to receive an amount not to exceed $2,100,000 for providing after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY11-12, containing an option to renew the agreement annually.

DISCUSSION

On Monday, March 22, 2011, City staff received notification of the Oxnard School District's decision to release a Request for Proposals (RFP) for after school services at 20 school sites in the amount of $2,100,000 for the school year 2011-12 with a due date of Monday, April 4, 2011. Although staff had only eight working days to complete the task, staff submitted a proposal on the due date. By the following Friday, April 8, 2011, the City was notified by letter that it had been selected to administer the state funded after school program. Due to this short time table, City staff did not have an opportunity to bring a report to City Council for consideration until now.

As background, the Oxnard School District is a grant recipient of the California Department of Education After School Partnership's After School Education and Safety (ASES) Program. ASES is the result of the 2002 voter approved initiative, Proposition 49. The proposition amended the California Education Code to expand and rename the former "Before and After School Learning and Safe Neighborhood Partnerships Program."

Through the ASES Program, the state funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten to ninth grade. For FY 11-12, the Oxnard School District anticipates receiving $2.75 million to provide the ASES Program at seventeen elementary schools and three junior highs.

The ASES Program design incorporates the following two elements which integrate with the school's curriculum, instruction, and learning support activities including:

1. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interest.

2. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

The cost of delivering the state funded ASES program at the twenty school sites is estimated to be $2,525,940. This total includes the $2,100,000 in grant funds and a City match in the amount of $425,940. If approved in the City's annual budget process in FY 11-12, the Recreation and Community Services budget would include $225,000 in after school programming and $200,940 in-kind contributions. For the past 16 years, the City has partnered with the district in providing after school programming to Oxnard families.

FINANCIAL IMPACT

If approved, the recommended FY11-12 budget will include $105,000 in CDBG funds, $120,000 in General Fund and $200,940 in in-kind contribution, and $2,100,000 in state grant funds (272-53xx to 272-53xx).

SB:mmn

Attachment #1 - Agreement No. A-7410 with the Oxnard School District

OXNARD SCHOOL DISTRICT

Agreement #_____

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of May, 2011 by and between the Oxnard School District ("District") and The City of Oxnard ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2011 to and including June 30, 2012 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the grant award changes, the City and the District agree to amend Exhibit A as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Two Million, One- Hundred - Thousand Dollars($2,100,000), unless additional compensation is approved in writing by the District. If the grant award changes, the costs will be amended accordingly.

OXNARD SCHOOL DISTRICT

Agreement #11-12

AGREEMENT FOR CONSULTANT SERVICES

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a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination**. This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance**. District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District**. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor**. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest**. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens**. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment**. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification**.

a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

c. Indemnification for Other than Professional Liability. To the full extent permitted by law, District shall indemnify, protect, defend and hold harmless City and any and all of its officials, City Council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District.

d. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

22. **Insurance**. Consultant is a duly authorized and funded self-insured entity under California Government Code Section 3700 (b). Consultant is self-insured for worker's compensation claims in accordance with Labor Code Section 3700(b). To the extent applicable, Consultant will provide to District evidence of self insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

23. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 487-3918
Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
555 South "A" Street, Suite 265,

Oxnard, California 93030
Attention: Sofia Balderrama
Phone: (805) 385-7993
Email: sofia.balderrama@ci.oxnard.ca.us

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays**. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration**. Catherine Kawaguchi, the Assistant Superintendent of Education Services, Chief Academic Officer shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment**. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not

be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT	CITY OF OXNARD
Signature	Dr. Thomas E. Holden, Mayor
Lisa A. Franz, Director of Purchasing Typed Name/Title	
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: 95-6000756

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Karen Burnham, Assistant City Manager

APPROVED AS TO CONTENT:

Sofia Balderrama, Project Manager

☐ Not Project Related

☑ Project #11-12

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #11-12

I. **Consultant** will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

a. Attendance
   i. Elementary students should participate everyday the program operates
   ii. Intermediate students should participate a minimum of nine hours and three days per week.
   iii. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
   iv. Early release waivers will be used for all students with recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports)
   v. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
   vi. Students who leave the program early with an excused reason (i.e. sick, Dr. appt…) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
   vii. The City of Oxnard shall agree to meet the minimum attendace required by the ASES Grant.

b. Assurances
   i. Provide an academic and enrichment after school program in each grant funded school
   ii. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
   iii. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for City of Oxnard employees.
   iv. Operate each program from the end of the school day until 6:00 PM every regular school day.
   v. Provide program assessment results to the district for the annual evaluation. Documentation needs to happen quarterly for the CPM process.
   vi. Assist and maintain organized information for Categorical Program Monitoring at each site. The documentation needs to be submitted quarterly.
   vii. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Food logs will be submitted to Oxnard School District food services to ensure proper documentation for the State and Federal Food Program.

c. Professional Development
   i. Provide training for after school program staff and include the Oxnard School District Administrative Intern, and as appropriate, include staff of collaborating organizations.
   ii. Attend Region 8 Program Director's Meetings on a quarterly basis.
   iii. Professional Development-All Staff
      1. All staff participates in professional development provided by Oxnard School District on the topics of behavior management, English Learner Strategies, and other topics to align the after school program with the regular day at least five times over the course of the year.
   iv. Professional Development-Literacy staff
      1. Participate in two full day trainings before the start of school.

d. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be two hours.
   i. Professional Development-Math staff
      1. Participate in two full day trainings before the start of school
      2. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
   ii. Professional Development-Enrichment staff
      1. Participate in monthly trainings offered by Oxnard School District. Training will be between 2 and 4 hours a session.
      2. Provide enrichment that meets the needs of the district and students
   iii. Professional Development-Physical Fitness
      1. Provide trainings on non-school days
      2. Trainings cover topics including but not limited to: fitness, self esteem and nutrition.
   iv. Professional Development-Homework Staff
      1. Participate in professional development to incorporate questioning strategies and communication skills with teachers and parents.

e. Risk Management
   i. Provide background clearance through the police department and TB tests and certify monthly all employees are clear.
   ii. Provide a copy of insurance documents, which verify coverage for the Oxnard School District
   iii. Clear outside contractors and events through the Oxnard School District risk management department.
   iv. Clear all activities and enrichment courses through Oxnard School District Risk Management Department to ensure proper safety procedures are in place according to district timelines (i.e.: Field Trips need 30 days advance planning).
   v. Participate in school wide emergency drills and learn the protective procedures at each school site

f. Responsibility
   i. Report attendance and activities weekly by Wednesday of each week for the previous week.
   ii. Work with Oxnard School District to establish and maintain partnerships with community agencies.
   iii. Provide student learning and enrichment materials above and beyond materials already purchased by Oxnard School District.
   iv. Participate in collaboration activities with other participating organizations.
   v. Vacate learning areas within each school in the same or better conditions as they were found.
   vi. When hiring, preference will be given to the Oxnard School District employees as appropriate, however, final decision of hiring personnel is the City's.
   vii. Include the California Standards and Strategies for English Learners in lessons
   viii. Include feed back from the after school administrator and site principal when evaluating employees.
   ix. File a facilities use permit for the necessary facilities at each school site.
   x. Meet weekly with district administrator.
   xi. Meet monthly with collaborative partners.
   xii. Provide documentation of matching funds.

☐ Not Project Related

☑ Project **#11-12**

II. The Oxnard School District agrees to:
   a. Provide space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground)
   b. Provide a district administrator to coordinate and collaborate with the City's Recreation and Community Service's Oxnard Scholars Program.
   c. Provide an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers
   d. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Enrichment, Physical Fitness, and Homework).
   e. Provide access to the computer lab and library.
   f. Provide daily nutritional snack through the federal free and reduced lunch program.
   g. Provide daily custodial services.
   h. Submit required attendance, fiscal and evaluation reports to the State of California.
   i. Provide office space/station with access to phone, computer, printer and internet access.
   j. Provide Access to Zangle

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:
   a. Evidence of insurance for 2011-2012.
   b. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
   c. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
   d. Weekly attendance and activity reports.
   e. Food Service Logs meeting the requirements of the federal free and reduced lunch program.

IV. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	**DUE DATE**
A. Weekly attendance report (reported)	Each Wednesday by Noon
B. Monthly attendance report for each school (confirmed)	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work.	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs	30th of each month for the previous month

V. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☑ See attached list. **(To be provided prior to the 1st day of school)**

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☑ None.

☐ See attached list.

☐ Not Project Related

☑ Project **#11-12**

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

☐ Not Project Related

☑ Project #11-12

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #11-12

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Refer to page 1 (operative provisions #4 compensation and method of payment) and to Exhibit E.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $35 per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Monthly expenditure report by school.

B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.

C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

D. Line items for all supplies properly charged to the Services.

E. Line items for all travel properly charged to the Services.

F. Line items for all equipment properly charged to the Services.

G. Line items for all materials properly charged to the Services.

H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $2,100,000.00-but may be reduced if the After School Education and Safety Grant is reduced for the Oxnard School District.

☐ Not Project Related

☑ Project **#11-12**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #11-12

INSURANCE
CITY WILL PROVIDE A LETTER THAT CONFIRMS
IT IS SELF-INSURED

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than one million dollars ($1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars ($1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars ($2,000,000) shall be considered equivalent to the said required minimum limit. Coverage shall include the following in a form acceptable to the District:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(3) Workers' Compensation insurance as required by the laws of the State of California.

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District.

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

☐ Not Project Related

☑ Project **#11-12**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #11-12

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute **[X]** do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **City of Oxnard**, who will provide Services under the Agreement, [] is **[X]** is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director of Purchasing