

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 20__ by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and _____, a _____ with its principal place of business at _____ (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term:

The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement

- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. _____

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana

8353 Sierra Avenue

Fontana, California 92335

Attn: _____

CONSULTANT:

Attn: _____

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

VENDOR NAME.

By: _____
Matthew C. Ballantyne
City Manager

By: _____

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____

By: _____

Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager

EXHIBIT A
Scope of Services

EXHIBIT "A"
SCOPE OF SERVICES

The Contractor, **Active Education**, shall provide the City with a structured soccer program for the Fontana Expanded Learning Program school sites. The soccer program will focus on the sports fundamentals and fitness. The program will emphasize the development of skill development as well as Positive Behavior Interventions and Supports' (PBIS) best practices. The program will be conducted within nine (9) months, with in-person visits scheduled to begin on **execution of contract** and conclude by **May 28, 2027**.

- The contractor will service:
 - Provide Sports Clinics to 33 Fontana Expanded Learning Program sites.
- Schedule
 - 26 weeks
 - Number of services provided 4 days per week
 - Program days: Tuesday to Friday
 - Between 12pm-5pm
- Programming
 - Total number of sessions: 429
 - Participants will receive structured soccer/sports clinics teaching the fundamentals of the sport and fitness.
 - Activities will encompass fun and healthy activities with an emphasis on social and emotional learning and PBIS best practices.
- For all visits, the City of Fontana shall provide:
 - Calendar schedule for activities/visits.
 - Use of facility space.
 - Contractor shall work directly with FELP staff regarding facility/equipment needs.
- The Contractor shall provide the City with the following:
 - The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days before the performance to guarantee payment for the following services.
 - Completion of fingerprinting and background checks for participating staff.
 - Completion of Mandated Reporter Training through Vector Solutions.
- The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notice given in writing.
- Contractor will be funded through the **Expanded Learning Opportunities Program (ELO- P)**.
- The Contractor **shall be paid within thirty (30) days of services rendered** as follows:

May 28, 2027
\$180,180 (ELO- P Funded Schools)
\$180,180 (Total)

Contractor shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the state of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services.

The Standard Engagement Agreement and attached Terms and Conditions are hereby acknowledged and made a part of the agreement between the parties. The City reserves the right to broadcast, televise and photograph the above group for the purpose of advertisement.

The City reserves the right to cancel the event at their own discretion in the event of rain, lightning, high winds and/or any unforeseen weather conditions. In the event that the Contractor is set-up and ready to perform when the event is cancelled the Contractor will be paid 50% of their fee. If the event is cancelled prior to arrival and set-up the Contractor may be offered an alternative performance date at the same pay rate.

ACTIVE EDUCATION

After-School Program Proposal

City of Fontana 2026–2027

Soccer + Fitness & Multi-Sport Program

Submitted by: Lee Hartley | Operations Manager, Active Education | February 2026

Summary

Active Education is pleased to submit this proposal to renew our district-wide after-school programming partnership with the City of Fontana for the 2026–2027 academic year. We don't just deliver programs - we build and operate the systems that keep them running consistently, safely, and at a high standard across every school site, every session day.

This proposal outlines a single, continuous program running 26 weeks across the full school year. The program has a deliberate developmental arc: soccer & multi-sports in the fall to establish foundations and engagement, broadening progressively into athletics and multi-sport enrichment through the spring. Every session - regardless of semester or sport - is built around the Four Pillars of physical, technical, tactical, and psychosocial development, with structured engagement activities and SEL-aligned coaching throughout.

Across 33 FUSD school sites, the program is designed to provide:

- **High-participation structured physical activity each session day**
- **Skill development through progressive station-based instruction**
- **Positive school-day support through SEL/PBIS-aligned coaching and proactive communication**

The program will serve up to 120 students per site per session day across 33 FUSD schools, supported by 3+ trained instructors per site, a dedicated Program Manager, and Lead Instructors providing quality oversight year-round. Our 2025–2026 program is currently active and on track. Site feedback is strong, staff are showing up prepared, and our operations infrastructure ensures issues are caught and resolved before they affect schools. That same backbone is what we are committing to for 2026–2027.

Our Partnership with City of Fontana

Active Education has been serving the FUSD students through structured after-school athletic programming since 2022, and the current 2025–2026 program reflects the standard we hold ourselves to: teams staffed on time, sites prepared, and school partners kept in the loop. Survey feedback will be compiled throughout the program and shared with the district. In the meantime, here is what we are hearing directly from the field so far:

“Everything has been going smooth for us at Almond. Our students are enjoying the coaches and activities, with no big issues so far. Coach Angeles has been very awesome, kind, and very supportive... All of our students have loved [the coaches]. We’re very grateful to have you guys here.”

- Arturo Iglesias-Castaneda, Site Coordinator • Almond School

“Hi, everything went great, the kids loved it! Your staff was great as well!”

- Elvia Salazar, Site Coordinator • Oleander School

This kind of feedback - from site staff who interact with our coaches every week - reflects our standard: coaches who are coached themselves, programs that are reviewed regularly, and a management structure that keeps quality consistent whether it’s week one or week twelve.

Program Snapshot 26-27

Program Delivery	26 weeks of instruction total
Per School	13 total session days across Fall and Spring rotations
Grades	K-8
Schedule Window	August 2026 – June 2027 (with open weeks weather & make-ups)
Session Length	2 hours per session day
Staffing	3+ instructors per session day
Daily Capacity	Up to 120 students per site, per day, delivered in two 1-hour sessions
Total Schools	33 FUSD school sites
Session Days	Tuesday – Friday (Mondays reserved for holidays, weather reschedules & make-ups)
Session Start Time	As early as 3:00 PM, adjusted per school bell schedule

Daily Session Model

Each 2-hour session is structured around a station rotation model. Three instructors each manage a dedicated station while student groups rotate through - keeping energy high, ensuring individual attention, and developing skills across multiple contexts within a single session. This structure applies consistently across both fall and spring programming.

	Session 1 — Hour 1	Session 2 — Hour 2
Student Groups	3 groups of up to 20 students	3 groups of up to 20 students
Students per Session	Up to 60 students	Up to 60 students
Staff-to-Student Ratio (1-8)	1 instructor per 20 students	1 instructor per 20 students
Staff-to-Student Ratio (K)	1 instructor per 10 students	1 instructor per 10 students
Daily Site Total	Up to 120 students per site	

Station Rotation Model

Each instructor owns one station for the session. Student groups rotate through all three stations within the hour, each station targeting a different developmental focus. The station content shifts across fall and spring to reflect the program's progression - but the structure stays the same so students and school staff always know what to expect.

Station	Focus	Example Activities
Station 1 - Skill Development	Technique and movement pattern development	Soccer foot skills, basketball dribbling passing, throwing and catching mechanics
Station 2 - Team Game	Strategy, communication, and teamwork	Small-sided matches, Olympic Handball, Capture the Flag, cooperative challenges
Station 3 - Cardio / Engagement	High-energy movement and active participation	Tag games, relay races, fitness challenges, running games

Every station is coached, not supervised. Instructors actively teach, reinforce positive behavior, and build the program culture throughout. Between sessions, instructors reset their stations and the next group of up to 60 students rotates in.

Year Schedule & District Rotation Model

The 2026–2027 program runs as a single continuous program across the full school year. The fall and spring season represent two phases of one program, not two separate offerings. Schools rotate through the program in two cohorts across each season, with make-up weeks built into the calendar from day one.

Fall 2026 — Soccer-Led & Multi-Sports

Program Window	August 2026 through December 2026 break
Session Days	6 session days per school
Daily Schedule	4-5 schools serviced per day (16-17 schools per week)
Rotation	16 schools in Cohort 1, then 17 schools in Cohort 2
Program Window	12 weeks total
Flex Weeks	5 weeks reserved for inclement weather, site closures, & make-ups
Emphasis	Soccer-led foundation in opening sessions, broadening to basketball, throwing & catching, and multi-sport games in later sessions

Spring 2027 — Athletics & Multi-Sport Enrichment

Program Window	January 2027 through June 2027
Session Days	7 session days per school
Rotation	16 schools in Cohort 1, then 17 schools in Cohort 2
Program Window	14 weeks total
Flex Weeks	5 weeks reserved for inclement weather, site closures, & make-ups
Emphasis	Athletics, fitness, and broader multi-sport variety building on the foundation established in the fall, including international sports

Every school receives its full session count. Make-up weeks are built into the calendar from the start - there is no end-of-season scramble to recover missed days. The rotation model is designed so that scheduling is predictable for schools and manageable for our operations team.

See Draft Schedule - [Fontana 2026/27 Schedule Draft](#)

Program Content & Curriculum

Active Education is a specialized provider of structured physical activity, sports, and social-emotional learning. We are not just a sports program - we are a comprehensive youth development program that uses diverse activities to build confidence, physical literacy, conflict resolution skills, and a lifelong love of movement.

Our curriculum is structured and coach-ready. Every instructor walks onto a site with a clear plan - activities are purposeful, progressions are deliberate, and the coaching culture is consistent whether it's session one or session thirteen. All curriculum can be tailored to meet FUSD's specific school or district priorities.

The Four Pillars — The Constant Across Every Session

Regardless of sport, season, or school site, every Active Education session is built around four developmental pillars. These are the standards we coach to and evaluate against. The sport is the vehicle. The pillars are the destination.

Physical	Technical	Tactical	Psychosocial
Fitness through fun activities, high-repetition movement, and sustained cardiovascular engagement throughout every session.	Skill development through engaging, progressive games - dribbling, passing, throwing, catching, agility, and coordination.	Game understanding through competitive play, strategy challenges, and decision-making activities that develop sports intelligence.	Character and culture through team building, leadership roles, conflict resolution, SEL vocabulary, and positive reinforcement.

Fall Curriculum — Soccer-Led Foundation

Soccer is the anchor of the fall program. It engages students quickly, builds a shared athletic language across the group, and develops the fundamental movement skills that transfer directly into every sport that follows. Building on the excitement around the **2026 World Cup being hosted in the USA, Mexico and Canada**, soccer gives us an immediate hook and a platform for teaching skills that extend far beyond the field.

Opening sessions focus on establishing the foundation:

- *Ball mastery: dribbling, passing, control, movement, and spatial awareness*
- *Small-sided games and mini-matches that build individual confidence and team cohesion*
- *Active Zone culture established: expectations owned by students from day one*
- *SEL focus: sportsmanship, communication, fair play, and leadership through Captain roles*

As sessions progress, the program broadens to incorporate:

- *Basketball & Kickball: passing, kicking, dribbling, shooting, and team play*
- *Handball & Tag - throwing and catching: hand-eye coordination, accuracy, and cooperative game formats*
- *Multi-sport team games that build on physical and tactical skills already developed*
- *Every session continues to hit all Four Pillars through structured station activities*

Spring Curriculum — Athletics & Multi-Sport Enrichment

The spring program builds on the foundation established in the fall and broadens the experience significantly. Students who have developed movement fundamentals, team habits, and a positive program culture are now ready for greater variety and challenge. The spring lens shifts toward Olympic athletics, fitness, and a wide range of sport experiences - traditional and non-traditional - that level the playing field for students of all athletic abilities. **Gearing up for the Olympics in LA 2028!**

- *Track & field style athletics: sprints, long jump, relay races, and throwing challenges*
- *Fitness and cardio-based games: high-energy activities that build endurance and physical confidence*
- *International and non-traditional sports: activities that create new opportunities to succeed*
- *Cooperative and competitive team games: Olympic-style formats that celebrate effort and positive culture*
- *SEL focus: perseverance, respect, healthy competition, teamwork, and leadership*
- *Every session continues to hit all Four Pillars through structured station activities*

The curriculum outlined here is a starting point, not a ceiling. We are happy to collaboratively with the City of Fontana to adjust content, emphasis, or activity selection at any point in the program year.

Age-Appropriate Session Design

Sessions are adapted by grade level to ensure students are appropriately challenged and engaged. The Four Pillars and station structure apply at every level - what changes is the complexity of the activities, the coaching expectations, and the level of student autonomy.

Grade Band	Focus & Approach
Grades K–3	Skill-building through fun, structured games. Short coaching cues, teamwork routines, emotional regulation, and clear boundaries to keep play organized and active.
Grades 4–5	More complex gameplay with strategy and small-group competition. Higher-skill progressions (throw/catch, foot skills), leadership opportunities, and team concepts.
Grades 6–8	Deeper understanding of offense/defense concepts, advanced skill progressions, leadership roles, strategy and decision-making, with more game-realistic competitive play.

Staffing, Quality & Compliance

Our operations model is built around one standard: every site, every session, every week should look and feel the same. That consistency doesn't happen by accident, it comes from the systems we have in place before a coach ever steps onto a field.

Staffing & Coverage

- *All staff complete required FUSD background checks before working with any students*
- *All staff complete mandated reporter training in compliance with California law*
- *All staff complete Active Education's internal onboarding and coach preparation requirements*
- *All staff have completed Active Education Live-Scan, Mandated Reporter Training, Concussion Training and provided a negative TB test*
- *A dedicated Program Manager oversees scheduling, coverage, and day-to-day execution across all 33 sites, reporting directly to Lee Hartley*

Coaching Methodology: Active Praise

All Active Education coaches are trained in Active Praise - our CORE coaching methodology. Active Praise is a structured framework that turns games into powerful learning experiences, maximizes student engagement, and embeds SEL and PBIS-aligned behavior management directly into the flow of play. It is proactive and positive, not reactive and punitive.

- *Coaches run dynamic, movement-rich games that keep students actively involved and on-task*
- *Positive behavior is targeted and reinforced in real time - during the game, not after it*
- *Games are delivered using a clear, step-by-step system that gives coaches confidence and students structure*
- *PBIS and SEL language are woven seamlessly into coaching cues, transitions, and activity design*
- *Coaches use the "Power of Voice" - an Excited & Enthusiastic voice for energy and motivation, and a Calm & Slow voice for instruction and de-escalation*
- *Games stay fresh through varied skills, challenges, and conditions that sustain participation and prevent disengagement*

Safe & Supportive Environment

Every Active Education session, at every school, every week, begins with our “Active Zone” Routine. Students recite our four expectations aloud together before play begins. This creates a consistent psychological safety net across all 33 sites and establishes shared ownership of the environment from the first minute.

Active Zone Expectation	What It Means in Practice
Be Safe	No pushing, shoving, hitting, or kicking. Coaches enforce this immediately and consistently.
Be Respectful	Listen and follow directions. Students practice this through Captain roles and group huddles.
Be Responsible	Use equipment properly and play games the right way. Students are held to this standard with positive redirection.
Have Fun	Enjoy playing - smile, be positive, be kind, and help others have fun. This is the culture we build every day.

When behavior concerns arise, coaches follow a clear, tiered response: redirection → brief separation → restorative conversation → site communication. Conflicts are supported with coached problem-solving language and simple tools that give students a fair, structured way to resolve disagreements without blame. Example - rock, paper, scissors + winner makes open minded decision on what happens next.

Program Quality & Standards

- Lead Instructors work directly with their staff cohort to ensure quality stays consistent across all sites
- Coaches are evaluated against a clear standard of what good programming looks like and supported when that standard isn't met
- Curriculum is delivered with a plan - coaches arrive prepared, not improvising - see 25/26 curriculum - <https://www.activeeducation.com/fontana>
- Regular Program Manager and Lead Instructor meetings identify any areas or staff that need support
- Program Managers monitor session delivery and escalate concerns before they become problems

Safety, Incident Reporting & Risk Management

- All staff are trained in Active Education's incident reporting procedures and understand their mandated reporter obligations
- Program Managers and Lead Instructors maintain constant dialogue and open communication with site coordinators - supporting their staff and students, sharing any incident information, and encouraging student participation
- Any safety incident or concern is documented, reported, and communicated to school leadership promptly
- We operate on a proactive communication standard: any safety incident, behavioral concern, or program disruption is communicated to the site point of contact the same day.
- Risk is managed at the program level - protocols are in place, followed, and reinforced continuously throughout the year

Program Investment

The following outlines the complete cost structure for the 2026–2027 program across all 33 FUSD school sites. All staffing, equipment, program management, and quality oversight are included.

Cost Item	Rate	Total
Per 2-hour session day (3+ staff)	\$420 per day	—
Per school (13 session days)	\$5,460 per school	—
Full program - 33 schools	33 schools × 13 days = 429 session days	\$180,180

Everything Is Included

- All coaching equipment: soccer balls, mini goals, foam balls, cones, domes, bibs, and all multi-sport activity supplies
- Full staffing coverage, including overage of staff to cover any coach absence
- Dedicated Program Manager overseeing all 33 sites: scheduling, delivery, and district communication
- X4 Lead Instructor quality reviews and coaching support across all sites throughout the year
- All compliance requirements: Insurance, FUSD background checks, mandated reporter training, and Active Education onboarding for every staff member

Program Impact & Measurement

We believe measurement should be simple enough to actually use and honest enough to be worth using. Our approach is not about generating reports for the sake of it. It is about maintaining a clear, ongoing conversation with FUSD sites so that both sides know how the program is performing, and both sides can act on what they learn.

What We Track

- Student participation and engagement: are students showing up, staying active, and invested in the program?
- Session delivery quality: are coaches arriving prepared, running structured activities, and maintaining the Active Zone culture consistently?
- Behavior and incident trends: are issues being caught early, handled correctly, and communicated to schools without delay?
- Site satisfaction: are school coordinators and site staff feeling supported, informed, and confident in the program?
- Staff performance: our instructors are evaluated each month, and held to the high standards

How We Report Incidents

Measurement at Active Education is built into the rhythm of how we operate, not bolted on at the end of the year. FUSD gets regular visibility into program performance through a simple, consistent communication structure:

Frequency	What FUSD Receives if any incidents
After session	Any incident, concern, or highlight communicated to the site coordinator same day - no surprises
Within 24 hours	Incident report filed with site coordinator, district liaison and City of Fontana providing details of the incident
Follow-up 24-48 hours	Connect with district liaison to follow up on the incident plus any recommended adjustments that need to be followed moving forward
Upon request	Staff evaluation results, KPI reviews, and site-specific data at any point in the year
End of each season	Survey & summary of program performance, site feedback, and any recommended adjustments for the following season

A Two-Way Conversation

We bring data to FUSD. FUSD brings feedback to us. That exchange is how the program stays honest and keeps improving. If something is not working at a specific school - whether it's a staffing issue, an activity that's not resonating, or a site coordination challenge - we want to be informed early and address it fast.

Our Program Manager is the point of contact for exactly this kind of feedback, and is empowered to make adjustments without waiting for the end of a season.

End-of-season site staff surveys provide a broader snapshot of program health. Results are shared with the City of Fontana and used directly to inform the following season's plan. Live survey data from the current 2025–2026 program year is available upon request.

Check out survey data from 2024/25: [CLICK HERE](#)

Next Steps

Active Education is ready to move forward and committed to making this a smooth, well-coordinated process for FUSD. To finalize the 2026–2027 program, we are prepared to:

- *Align on the district-wide rotation schedule and confirm individual school times*
- *Finalize and distribute the full program calendar to all participating sites*
- *Coordinate staffing assignments and complete all compliance requirements ahead of the program start*
- *Address any questions from district leadership, site coordinators, or school principals*
- *Modify any program elements to better reflect FUSD's goals and priorities for the coming year*

We are proud of what we have built together with the City of Fontana, and we are committed to continuing to earn that partnership every session day. Active Education will show up prepared, communicate clearly, and deliver a program that FUSD students and school partners can count on.

Lee Hartley

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