
AGREEMENT

RFP No. 23/24-1667 Expanded Learning Programs

This AGREEMENT is hereby entered into between Fontana Unified School District, hereinafter referred to as "DISTRICT", and City of Fontana hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONSULTANT is specially trained, experienced and competent to perform the special services required by the DISTRICT, and such services are needed by DISTRICT on a limited basis; CONSULTANT has reviewed the entirety of the AGREEMENT, including Exhibit "A" as to the Services to be provided, and represents and warrants that the CONSULTANT is qualified, has sufficient staff and expertise, licensed and certified where required, and availability to timely and fully perform the special services for the DISTRICT.

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Recitals: The parties adopt and incorporate by reference the foregoing recitals as a term of the AGREEMENT.
2. Services to be Provided by CONSULTANT: *SEE EXHIBIT "A" ATTACHED for detailed description of services.*
3. Precedence of AGREEMENT Over Exhibits: Should there be any ambiguity or inconsistency between any exhibits to this AGREEMENT and the terms of this AGREEMENT, the terms of this AGREEMENT take precedence.
4. Term: The effective time period of this Agreement is July 1, 2024, through June 30, 2027, and subject to all provisions of the primary CDE Grant, as well as any subsequent contract modification or additional requirements by the CDE. If this Agreement differs from the primary Grant, then this Agreement governs the understanding between the DISTRICT and CONSULTANT, so long as this AGREEMENT does not abrogate any provision of the Grant. Pricing shall be held firm for the duration of the contract.

DISTRICT shall pay CONSULTANT in Net 30 Payment Terms, unless otherwise stated.

5. Compensation:
 - A. DISTRICT agrees to pay the CONSULTANT for services, *SEE EXHIBIT "B"*, satisfactory rendered pursuant to this AGREEMENT, a total NOT TO EXCEED AMOUNT of: Nineteen Million Two Hundred Eighty-Eight Thousand Two Hundred Sixty-Six Dollars and 0/100 Cents (*\$19,288,266.00.*) DISTRICT shall pay CONSULTANT in Net 30 Payment Terms, unless otherwise stated.
 - B. [NOT USED.]
 - C. CONSULTANT shall submit a monthly invoice for all Services rendered in accordance with this AGREEMENT within 30 days of providing such Services and shall include a reasonably descriptive invoice as to the services rendered, costs or sums billed over the time frame being billed. All invoices are to be sent to the school site/department that requested services to be signed by Principal/Department Head. Payment cannot be processed until signature of Principal/Department Head is on either Request for Payment Form or Invoice.
 - D. Upon early termination pursuant to the early termination provisions of this AGREEMENT, the DISTRICT shall pay CONSULTANT for all approved Services performed in accordance with

this AGREEMENT prior to the date of termination. Any amounts disputed and unpaid by the DISTRICT shall be withheld pending the outcome of the dispute resolution procedures set forth herein.

6. Expenses: DISTRICT shall not be liable to CONSULTANT for any cost or expenses paid for or incurred by CONSULTANT in performing services for DISTRICT, unless indicated in Paragraph 5 above, absent a prior signed written consent by an authorized DISTRICT representative as to the proposed expense absent which no costs or expenses of CONSULTANT shall be the responsibility or obligation of the DISTRICT to pay or reimburse. CONSULTANT shall oversee staff and service delivery per costs indicated in Paragraph 5.
7. Independent Contractor: CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor and as such, is subject to direction of DISTRICT as to the result to be accomplished and not as the means and manner by which such results is to be accomplished. CONSULTANT understand and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes full responsibility for the acts and/or omissions of CONSULTANT'S employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind or behalf of, or against, DISTRICT, whether by contractor or otherwise, unless such authority is expressly conferred to CONSULTANT under this AGREEMENT or is otherwise expressly conferred by DISTRICT in writing. CONSULTANT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, Social Security, and income taxes with respect to CONSULTANT'S employees. CONSULTANT covenants and agrees to defend, indemnify, and hold harmless the DISTRICT from any loss, damage or sums claimed as against the DISTRICT by reason of CONSULTANT's breach or failure to perform as recited.
Removal of Employees or Agents: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT' s officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT in the DISTRICT's sole unfettered discretion, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
8. Conflicts of Interest: CONSULTANT warrants and covenants that CONSULTANT presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render this AGREEMENT a violation of any applicable state, local, or federal law, or District policy, regarding conflicts of interest, including, but not limited to, Government Code section 1090. CONSULTANT shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the DISTRICT's Conflict of Interest Code. If any principal CONSULTANT of the Services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or local Conflict of Interest Code. If any conflict of interest should hereinafter arise, CONSULTANT shall promptly notify DISTRICT of the existence of such conflict of interest. The existence of a conflict of interest which violates any applicable state, local, or federal law, or DISTRICT policy shall be cause for immediate termination of this AGREEMENT.

9. Non-Discrimination: In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition as well as any further protected classes or protections against discrimination not expressly recited.
10. Material: CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, unless otherwise arranged with site. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.
11. Originality of Services: CONSULTANT agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.
12. Copyright/Trademark Patent: DISTRICT agrees that CONSULTANT shall use its previously developed and to-be-developed tools, surveys and other copyright and patent-protectable resources in fulfillment of this AGREEMENT. All such material shall remain the exclusive ownership of CONSULTANT with a limited right to use and reproduce those materials provided to DISTRICT for its continued use and application of the training services which include workbook material and surveys. DISTRICT may not reproduce or in any way utilize these materials for competitive purposes or provide them to others including the use of the materials to provide substantially similar training outside of DISTRICT's own internal use.
13. Work Product Ownership: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by CONSULTANT under this AGREEMENT shall be the property of DISTRICT and CONSULTANT. No Work Product produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright, or patent by CONSULTANT in the United States or in any country without the prior written consent of the DISTRICT. The DISTRICT and CONSULTANT shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by CONSULTANT under this AGREEMENT. No CONSULTANT, firm, or corporation may use the DISTRICT logo without pre-approval from the District's Superintendent or authorized designee.
14. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement:
 - A. If, at any time during the performance of the AGREEMENT, DISTRICT determines, at DISTRICT'S reasonable discretion to suspend indefinitely or abandon the work under this AGREEMENT, DISTRICT shall have the right to cancel this AGREEMENT and terminate the performance of CONSULTANT's services hereunder. In the event of such cancellation, written notice shall be given at least one hundred eighty (180) days prior and in accordance with CDE Grant provisions. CONSULTANT may not terminate this AGREEMENT except for cause as provided under Section 14.B., below. If this AGREEMENT is terminated as provided herein, DISTRICT may require CONSULTANT to provide all finished or unfinished documents and data and other information of any kind prepared by CONSULTANT in connection with the performance of the professional services, and DISTRICT shall pay CONSULTANT for all approved services provided in accordance with this AGREEMENT up to the date of the notice of cancellation. CONSULTANT shall be required to provide such documents and data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this AGREEMENT on the part of DISTRICT pursuant to Section 14.B., below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this AGREEMENT for convenience as provided under this Section.
 - B. If CONSULTANT fails to perform after-school program service delivery as per grant/funding provisions established by the California Department of Education (CDE), After School Education and Safety Grant (ASES) and Expanded Learning Opportunities Program (ELO-P)

requirements, the DISTRICT may terminate this AGREEMENT, and DISTRICT shall be obligated to pay CONSULTANT only for those approved services performed by CONSULTANT in accordance with this AGREEMENT as of the effective date of such termination. If the cancellation is the result of DISTRICT'S decision to suspend indefinitely or abandon the work under this AGREEMENT, DISTRICT shall be obligated to pay CONSULTANT only for those services performed by CONSULTANT through the effective date of cancellation or termination. Within ten (10) business days of DISTRICT's issuance of a notice of termination for any failure of CONSULTANT to provide satisfactory performance, CONSULTANT is to provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to DISTRICT or DISTRICT's employees or agents under this AGREEMENT. CONSULTANT shall have ten (10) business days from the date of the notice of termination to fully cure all deficiencies stated in notice of termination to the reasonable satisfaction of the DISTRICT. Prior to the expiration of the 10-day cure period, CONTRACTOR may submit a written request for additional time to cure the unsatisfactory performance upon a showing that CONSULTANT has commenced efforts to cure the noted deficiencies and that the deficiencies cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default that exceeds fourteen (14) calendar days from the end of the initial 10-day cure period. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.

- C. Early Termination: This AGREEMENT may be terminated as follows unless otherwise specified herein:
- a. Mutual: The Parties may terminate this AGREEMENT at any time by mutual agreement in writing.
 - b. Breach: Either party may terminate this AGREEMENT in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. Said notice must describe the breach in sufficient detail to provide the other party with ten (10) business days' notice and an opportunity to cure. Prior to the expiration of the 10-day cure period, the breaching party may submit a written request for additional time to cure the breach upon a showing that the breaching party has commenced efforts to cure the breach and that the breach cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, the non-breaching party shall be under no obligation to grant additional time for the cure of a breach that exceeds fourteen (14) calendar days from the end of the initial 10-day cure period.
 - c. CONSULTANT Licensing; Bankruptcy: Notwithstanding any other provision herein, DISTRICT may terminate this AGREEMENT immediately by written notice to CONSULTANT upon either of the following events: (1) denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that CONSULTANT must hold to perform the Services; or (2) in the event CONSULTANT files for bankruptcy.
 - d. Furlough: DISTRICT reserves the right to immediately terminate or otherwise suspend this AGREEMENT without notice if DISTRICT's Governing Board determines that funding for the Services (including If ASES and ELOP Grant funding) is insufficient to pay for all services required under this AGREEMENT.

15. Special Provisions:

- A. If CONSULTANT is an individual, they shall complete the certification block on the "Request for Payment" form provided by DISTRICT stating whether or not CONSULTANT is a retired member of the State Teacher's Retirement System of the State of California.
- B. This AGREEMENT may be amended by the mutual written consent of the parties hereto. Any amendment or modification of this AGREEMENT shall be effective only if it is in writing and signed by the parties.

16. Indemnification: DISTRICT and CONSULTANT mutually agree to and does hereby indemnify, hold harmless and defend the DISTRICT and CONSULTANT, its officers, agents and employees from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by any person, firm or corporation employed either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of its officers, employees or agents.
- B. Any injury to or death of any persons, its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of any person, firm or corporation employed by the consultant, either directly or by independent contract, arising out of, or in any way connected with, services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees or agents.
- C. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.
- D. DISTRICT shall have the right to offset against the amount of any compensation due CONSULTANT under this AGREEMENT any amount due DISTRICT from CONSULTANT as a result of CONSULTANT's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this AGREEMENT or (ii) comply with applicable workers' compensation laws.

17. Insurance: During the term of this AGREEMENT, at CONSULTANT's sole cost and expense, CONSULTANT agrees to procure and maintain the following insurance:

- Comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per coverage year.

(Contract Services \$1,000,000 or more: Per Occurrence \$2,000,000 /Aggregate \$4,000,000)

If CONSULTANT's services, identified in paragraph 2 of the AGREEMENT, requires CONSULTANT to work directly with students or requires CONSULTANT to be in a site when students are present, Sexual Abuse/Molestation Coverage must be included under General Liability or obtained in separate policy in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

____ Certificate of General Liability Insurance and Additional Insured Endorsement attached.

____ Certificate of Sexual Abuse and Molestation Coverage & Additional Insured Endorsement attached.

- Automobile liability insurance in an amount not less than \$1,000,000 per occurrence.

____ Certificate of Auto Liability attached.

- Professional liability insurance (aka: errors and omissions or malpractice) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per coverage year.

____ Certificate of Professional Insurance is attached.

- Workers' Compensation insurance as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The Workers' compensation policy shall be endorsed with a Waiver of Subrogation in favor of the DISTRICT for all work performed by the CONSULTANT, its employees, and agents.

____ Workers' Compensation Insurance Certificate attached and Waiver of Subrogation endorsement, OR

____ Sole Proprietor / No Workers' Compensation Insurance is required. CONSULTANT must attach District's certification stating CONSULTANT is an owner or a partner and is exempt from having to provide Workers' Compensation because of having no employees.

- ❑ Cyber Liability Insurance with limits of not less than \$2,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology related products or services (required for web-based services or when CONSULTANT has access to DISTRICT's electronic data, personally identifiable information, and/or protected health information).

_____ Certificate of Cyber Liability attached.

In addition, CONSULTANT agrees to provide an endorsement to its policy naming the DISTRICT as an additional insured and stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Prior to providing services under this AGREEMENT, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT, its officers, agents, and employees as additional insured under said policy. Except for Errors and Omissions Liability and Professional Liability, CONSULTANT shall require the carriers of the above-required coverages to waive all rights of subrogation against DISTRICT, its officers, employees, agents, volunteers, contractors, and subcontractors. All varieties of insurance required under this AGREEMENT shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A: VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. (This requirement can only be waived by the Director of Purchasing or Director of Risk Management).

18. Assignment: Neither party shall assign this AGREEMENT except as mutually agreed upon in writing by both parties.
19. Subcontracting: CONSULTANT shall not subcontract any portion of the services required by this AGREEMENT, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this AGREEMENT, including provisions relating to insurance requirements and indemnification.
20. Confidentiality: All data, documents, discussion, or other information developed or or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed to third parties without prior mutual written consent of both parties or unless legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this AGREEMENT. CONSULTANT shall not use DISTRICT's name or insignia, photographs, or any publicity relating to their service to DISTRICT in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT. As used herein, "Confidential Information" means all student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of DISTRICT. CONSULTANT understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with applicable law and the DISTRICT's policies and procedures, and that Confidential Information shall not be shared with any third party without the express written authorization of DISTRICT. All requirements under this paragraph shall be subject to any applicable laws, regulations, court orders, or other legal requirements which may require disclosure of any such information, documents, or Confidential Information.

21. Student Data Privacy: If CONSULTANT will provide technology services that involve the digital access, use, storage, or management of pupil records, then CONSULTANT must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the DISTRICT. Pupil records includes any information directly related to a pupil that is maintained by the DISTRICT or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a DISTRICT employee.
22. Record Retention: The CONSULTANT shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The DISTRICT, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of CONSULTANT's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the CONSULTANT is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
23. Compliance with Applicable Laws: The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to confirm CONSULTANT is properly performing after-school program service delivery as per grant/funding provision established by the California Department of Education (CDE), After School Education and Safety Grant (ASES), and Expanded Learning Opportunities Program (ELO-P) requirements in accordance with this AGREEMENT. CONSULTANT agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment, and personnel engaged in operations covered by the AGREEMENT or accruing out of the performance of such operations.
24. Public Health Mandates and Orders — District Policies Compliance: CONSULTANT covenants and agrees to comply, directly and as to all employees, staff, contractors or others providing services under this agreement, with all California issued Public Health Mandates as to testing, vaccinations and other public health requirements, as well as to related laws and legal requirements as to school site and property access for reasons of the health and safety of students, staff and others.
25. Animals on Campus: Animals are not allowed on any school campus unless approved, in writing, from the DISTRICT.
26. Safety and Security: CONSULTANT shall perform all Services so as to avoid injury or damage to any person or property by exercising all necessary safety and security precautions as may be appropriate to the nature of the Services and the conditions under which the Services are to be performed. CONSULTANT further agrees to comply with all of the following:
 - a. Identification: When performing Services on District property, CONSULTANT shall be in appropriate work attire (or uniform, if applicable) at all times. If CONSULTANT does not have a specific uniform, then CONSULTANT shall provide identification tags and/or any other mechanism the DISTRICT in its sole discretion determines is required to easily identify CONSULTANT, as opposed to faculty, staff, parents, students, or other members of the public. CONSULTANT and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any DISTRICT personnel upon request. If CONSULTANT cannot produce such identification or if the identification is unacceptable to DISTRICT, DISTRICT may provide at its sole discretion, District-produced identification tags to CONSULTANT, costs to be borne by CONSULTANT.
 - b. Sign-in Required: As required by schools and other DISTRICT locations, CONSULTANT personnel must sign into the location's main office to receive an in-school identification/visitor tag. Such individuals must display this tag on their person at all times while on DISTRICT property.

27. Fingerprinting: This AGREEMENT is subject to the provisions of Education Code Section 45125.1. Any CONSULTANT's employees who interact with pupils, outside the immediate supervision and control of the pupil's parent or guardian or a school employee, must have a valid criminal records summary, by submitting fingerprints to the Department of Justice. When CONSULTANT performs the criminal background check, CONSULTANT shall immediately provide any subsequent arrest and conviction information it receives to the DISTRICT. The Department of Justice will ascertain whether the employee, whose fingerprints were submitted, has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department of Justice. CONSULTANT shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. CONSULTANT shall provide DISTRICT with a list of names of employees who may come in contact with students and must certify in writing to the DISTRICT that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. DISTRICT may request the removal of an employee from a DISTRICT site at any time. Failure to comply with this provision may result in termination of the AGREEMENT. Certification Form is attached hereto.
28. False Claims Act: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C. Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
29. Drug Free Workplace Certification: CONSULTANT shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONSULTANT shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this AGREEMENT on DISTRICT property or from DISTRICT facilities.
30. Permit/Licenses: CONSULTANT and CONSULTANT'S employee(s) or agent(s) shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
31. [NOT USED.]
32. Time is of the Essence: Time is of the essence for each and every provision of this AGREEMENT.
33. Entire Agreement/Amendment: This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT among the parties to it and supersedes any prior or contemporaneous understanding or AGREEMENT with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.
34. Non-Waiver: The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon the strict performance of any term or condition of the AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
35. Notice: All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions or this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

FONTANA UNIFIED SCHOOL DISTRICT
9680 CITRUS AVENUE
FONTANA, CA 92335

CONSULTANT:

CITY OF FONTANA
COMMUNITY SERVICES DEPARTMENT
8353 SIERRA AVENUE
FONTANA, CA 92335
E-MAIL: dschneider@fontanaca.aov

36. Severability: If any term, condition, or provisions of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. Disputes:
- a. Resolution Procedures: Any dispute that either Party may have regarding this AGREEMENT, including, but not limited to, disputes for additional compensation, shall be submitted to DISTRICT within 30 days of the occurrence which gave rise to the dispute. DISTRICT and CONSULTANT shall attempt to negotiate a resolution of such dispute and process an amendment to this AGREEMENT to implement the terms of such resolution. If the dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this AGREEMENT, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction which shall be in the state of California, County of San Bernardino.
 - b. Services Pending Outcome: Unless the AGREEMENT has been terminated pursuant to the early termination provisions of this AGREEMENT, CONSULTANT agrees to continue to perform all Services required under this AGREEMENT pending the outcome of any claim, dispute, or mediation and DISTRICT agrees to make payment for all undisputed costs provided in accordance with this AGREEMENT.
 - c. Claims Statute Requirement: This provision does not relieve CONSULTANT of its obligation to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against the DISTRICT.
 - d. Remedies: In case of breach by a party, and in addition to any other provision of this Agreement, the non-breaching party shall be entitled to any other available legal and equitable remedies.
38. Governing Law: The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California. In the event of any dispute or litigation between the DISTRICT and CONSULTANT, the prevailing party shall be entitled to recover all reasonable legal fees, costs, and other expenses.
39. Warranty of Authority: The undersigned warrant that they are duly authorized representatives of the Parties and have been empowered to execute this AGREEMENT on behalf of the party indicated.

Please check one of the following:

- | | YES/NO |
|---|---|
| I am a retiree who falls under CalSTRS | <input type="checkbox"/> <input type="checkbox"/> |
| I am a retiree who falls under CalPERS | <input type="checkbox"/> <input type="checkbox"/> |
| I am an active employee who falls under CalSTRS | <input type="checkbox"/> <input type="checkbox"/> |
| I am an active employee who falls under CalPERS | <input type="checkbox"/> <input type="checkbox"/> |

CONSULTANT

**FONTANA UNIFIED SCHOOL
DISTRICT**

Signature Date

Leslie Barnes, Ed.D. Date
Associate Superintendent, Business Services

Type/Print Name & Title

Phone Number

Email Address

Address

Taxpayer Identification Number (TIN)



City of Fontana

RFO NO. 23/24-1667 EXPANDED LEARNING PROGRAMS

Scope of Work

Program General Information

- Hours of Operation
 - After school programming: Monday through Friday directly after school until 6:00 p.m. including minimum day schedule adjustments.
 - Summer programming: Monday through Friday from 12:00 – 5:00 p.m. in the month of June. This program is a collaboration between FUSD’s summer program and FELP’s summer camp.

- * The City of Fontana does not have an interest in providing before-school and Spring intersession programming.

- Locations and Enrollment
 - FELP will provide services at 33 FUSD school sites, see attached Price Proposal Form for list of identified sites and enrollment capacities.

- Supervision of Program and Ratio
 - Per program Requirements, the Fontana Expanded Learning Program will be supervised at a ratio of 20 participants to 1 staff member.
 - All sites which exceed 100 enrolled participants may be supervised at a ratio of 15 participants to 1 staff member to ensure participant, site, and staff safety.
 - All program activities take place in supervised areas.
 - Personnel/Full and Part Time Structure: FELP Staff will be organized in a manner to support the success of the program goals, operations, personnel support, and partnerships.
 - Administrative Support
 - Community Services Director
 - Community Services Manger
 - Community Services Supervisor
 - 2 Administrative Technicians
 - 4 Office Assistants
 - 2 Marketing Community Services Assistants
 - Community Services Department Support Administrative Analyst
 - Community Services Department Support Administrative Technician
 - Finance Department
 - Human Resources Department
 - Program Support



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- 6 Community Services Coordinators
- 297 After School Community Services Assistants

- Program Components
 - FELP will adhere to the standards and requirement set for by the ASES grant, ELO-P funding, CDE, and the California State Standards for Expanded Learning.

FELP will provide various programming to include educational and literacy element in which tutoring, or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science. Program components will enhance education in non-traditional ways like visual and performing arts, healthy behavior education, STEM (Science, Technology, Engineering, and Mathematics) project-based learning, youth leadership, and so much more.

- Homework Assistance
 - Participants receive homework assistance for a minimum of one hour daily.
- Physical Activity
 - The program provides a minimum of 30 minutes of daily physical activities ranging from CATCH, SPARKs and Skillastics curriculum as well as organized sports.
- Enrichment Activities
 - FELP will provide a series of lessons and curriculum to support the social, physical, intellectual, and emotional development of the youth it serves. Examples include, but are not limited to:
 - City of Fontana will provide collaboration opportunities to provide additional enrichment in the form of:
 - LEAP (Leading Education Arts Program)
 - Healthy Fontana
 - Mary Vagle Nature Center Ecology Lessons
 - Aquatics Swim and Water Safety Lessons
 - The following are examples of activities and curricula that will be provided, but not limited to the following:
 - Every Monday Matters
 - Noble Youth Leadership Program
 - LEGO We Do
 - CATCH/Skillastics
 - OZobots



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- Spheros
- Mindworks
- Junior Staff
- Junior Chef
- Specialty Activities & Supper Program & Activity Clubs
 - Supper
 - In collaboration with the school district's Food Services Department, participants will be provided with a daily healthy nutritional supper that meets the Senate Bill 12 Food Standards and EC 49430-49436 Nutrition Standards.
 - Should the participant have any food allergies, additional paperwork and a note from a family physician will be required for the school district's Food Services Department. An alternative supper will be provided to accommodate the participant's needs.
 - Field Trips
 - Participants will have opportunities to take part in program field trips throughout the year. Details and permission slips for each trip will be provided prior to the trips.

Program Goals and Action Plans

- Safe and Supportive Environment: Program provides safe and nurturing environment that supports the developmental, social-emotional, and physical needs of all students.
 - The program incorporates social emotional learning components to help develop a sense of community and belonging with participants, staff, and community. Staff receive training on social emotional learning components to ensure the program provides time and space for students to develop self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.
 - The program has set agreements to help participants understand their expectations within program as well as how they can learn from the mistakes they make. With these high expectations in place staff have systems to acknowledge positive behavior and accomplishments as well as nurture participants with different learning styles.
 - Staff help create this environment further by creating a welcoming environment and fostering positive relationships by checking in with participants, school staff, and parents on a regular basis to support participant development and needs. Through these relationships staff can gain insight into participant needs by



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attending meetings with counselors, principals, parents (IEPs) to align efforts that support participant growth and learning.

Examples of these activities in FELP:

- Jr Staff - Participants are provided lessons to develop their sense of leadership and responsibility. These lessons range from building a resume, interviewing skills, roles, and responsibilities of Junior Staff. These skills are developed throughout the year.
 - Noble Youth - Participants are provided lessons to manage their thoughts and emotions, express themselves, and learn to develop healthy relationships to create a safe and supportive environment.
 - Every Monday Matters - Participants are provided lessons weekly to learn about why they matter, their importance in their community, and building healthy relationships.
- Active and Engaged Learning: Program design and activities reflect active, meaningful, and engaging learning methods that promote collaboration and expand student horizons.
 - The program will plan, organizes, and implement various activities that are project-based, provide hands-on experiences, and lead to culminating projects/events. The program will provide curricula to allow participants to explore academic subjects, cultures, and technologies to practice their critical thinking, cooperation, and creativity. Participant will work both individually and in groups to help develop a love for learning. Subjects and concepts will be planned and developed based on participant interests for greater engagement. Tools such as Think-Pair-Share and What I know, What I wonder, What I learned (KWL) charts will be used to support student learning. These efforts and lessons will lead to a culminating event/product that participants will be able to demonstrate/present to an audience.
 - The City will align its lessons and activities to support academic state standards. It will use disguised learning to allow students to practice topics and knowledge that is learned during the school day. The program, while not a homework completion program, will do daily homework check to ensure students have an understanding of their homework and able to complete it at home if needed. Staff will meet with teachers to discuss participant progress.
 - Curricula:
 - Science, Technology, Engineering, the Arts, and Mathematics (STEAM)



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- LEGO, We Do/Ozobots - Both curriculums are focused on coding and robotics. The program uses Ozobots for younger students and build up to LEGO We Do.
- Mindworks - Focus on physical sciences, participants are able to do various experiments related to subject matter based on their grade and what is being taught during school hours.
- Mary Vagle Nature Center Presentations/Nature Watch - Focus on biology and ecology, participants are able to do various experiments related to subject matter based on their grade and what is being taught during school hours.
- Healthy Living
- Skillastics/Coordinated Approach to Child Health (CATCH) - Physical education curricula focused on developing fundamental athletic skills.
- Visual and Performing Arts (VAPA)
 - Leading Education Art Program (LEAP)
 - Lessons focused on visual and performing arts education.
 - Readers Theatre
 - Participants use scripts to do dramatic readings of books and materials. Participants will also choose or relate to books/topics being read during school day.
- Skill Building: Program maintains high expectations for all students, intentionally links program goals and curricula with 21st century skills and provides activities to help students achieve mastery.
 - In order to prepare every student for the future demands of the 21st Century, the program focuses on college and career readiness through additional activities, utilizing research-based educational enrichment programs. Staff organize their activities for students to layer skills within their activities.

Examples of these activities:

- Junior Shark Tank - Participants develop ideas/concepts for a business, they develop marketing plans, create presentations, and pitch their business ideas to a panel of staff/community members.
- Junior Chef - Participants are given recipes they can make at home beginning with simple cooking skills such as preparing ingredients to creating complex healthy snacks or meals.
- Junior Staff Program - Participants are provided lessons to develop their sense of leadership and responsibility. These lessons range from building



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a resume, interviewing skills, roles, and responsibilities of Junior Staff. These skills are developed throughout the year.

- Youth Voice and Leadership: Program provides intentional opportunities for youth to play a meaningful role in program design and implementation and provide ongoing access to authentic leadership roles.
 - Input and participation from youth participants is pivotal for the development and implementation of programming. Program uses intentional debriefs, participant townhall meetings and surveys to capture student feedback relating to programming, staff, and needs. Participants go through daily debriefs with staff to share their thoughts on the lessons/activities of the day. On a monthly basis, staff lead participants through a program townhall where students are given updates on what programming they can expect for the month as well as debrief their previous month's experiences. Surveys are done annually to measure participant program satisfaction and needs. All feedback is reviewed with staff and lessons/activities are customized to address the needs of the participants.
 - The Junior Staff program allows participants to develop leadership skills within the program. Participants that choose to participate go through an intensive application process, allowing them to gain job /career readiness skills. Participants submit an application along with a letter of recommendation, they are interviewed by program and school staff. Once they earn their position, they are provided leadership lessons to inspire and support their classmates. Junior staff also support the program by leading portions of the lessons/activities with staff, providing peer tutoring and representing their classmates/program during program visit and at public speaking opportunities.
 - Participants are provided opportunities to be class leaders in their smaller groups, allowing for line leaders, timekeepers, greeters, and supply managers. These smaller roles allow participant to begin developing fundamental skills that help grow their leadership skills and ownership of the program. In this manner, the program grows participant's learning and sense of responsibility.
- Healthy Choices and Behaviors: Youth practice balanced nutrition, physical activity, and other healthy choices in the afterschool environment which supports healthy lifestyle choices.
 - In collaboration with the school district's Food Services Department, students will be provided with a daily healthy nutritional supper that meets the Senate Bill 12 Food Standards and EC 49430-49436 Nutrition Standards. Should the student have any food allergies, an alternative supper may be provided to accommodate the student's needs.



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- To develop a culture of healthy living, physical activity programming follows intentional organized activities from both the Skillastics and Coordinated Approach to Child Health (CATCH) curricula. These activities allow for students to develop fundamental skills needed for students to explore various sports or physical activities. In partnership with Healthy Fontana, the program will provide lesson on healthy eating habits and recipes. Participants will be provided lessons and opportunities to practice social emotional concepts such as self-management, social awareness and relationship building by participating in the program's restorative practices and youth leadership components.

Examples of activities:

- Healthy Fontana - Lessons focused on healthy living, healthy snacks, mental health coping skills.
 - Noble Youth - Participants are provided lessons to manage their thoughts and emotions, express themselves and learn to develop healthy relationships to create a safe and supportive environment.
 - Skillastics - Participants are provided with physical education lessons designed to build athletic skills and healthy habits.
 - Coordinated Approach to Child Health (CATCH) - Participants are provided whole child wellness lesson and activities that support a healthy lifestyle.
 - District provided Supper.
- Diversity, Access, and Equity: Program creates an environment in which students experience values that embrace diversity and equity regardless of race, color, religion, sex, age, income level, national origin, physical ability, sexual orientation and/or gender identity and expression.
 - The program acknowledges and celebrates the diversity in the community it serves. It will work to outreach to all students in its schools and provide programming that accommodates to the physical and developmental abilities of its participants. The program will work to recruit and hire staff that reflects that community, provide training to better deliver programming, and serve student needs.
 - Program provides cultural programming and presentations such as Native and Polynesian dance, cultural recipes and foods and learning of historical and social figures. These activities are done to align with cultural heritage months recognized throughout the year. Staff receive trainings to learn about these subjects, support the delivery of these activities as well as to support any accommodation that may be needed by students experiencing learning and physical disabilities.



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- **Quality Staff:** Program recruits and retains high quality staff and volunteers who are focused on creating a positive learning environment. Program supports staff by providing ongoing professional development based on assessed staff needs.
 - Staff recruitment is done by posting on the web in different locations and recruiting at local colleges and Universities, attending local job fairs, and partnering with various referral agencies throughout the region. Recruitment is done on an ongoing basis, ensuring a healthy pool of candidates ready to be trained and assigned to program sites.
 - During the recruitment process for Fontana Expanded Learning Program candidates must have prior experience of a minimum of six (6) months organized recreation, childcare, or teaching. All candidates must complete a medical examination, fingerprinting, reference, and background checks.
 - Staff retention is further accomplished by effective and timely assessment process, ongoing staff development which includes training in the areas of classroom management, effective teaching strategies, how to support students with special needs, Positive Behavior Intervention Systems, enrichment delivery models, school bullying, communication styles, annual sexual harassment training, and mandated reporting.
 - An intensive new hire orientation is provided to prepare all new hires to deliver quality programming. Staff receive ongoing training throughout the year to ensure our staff is providing quality and adequate services to students, parents, and stakeholders. Two three-day annual trainings are regularly scheduled, Summer and Winter, to train staff in the latest best practices in the field. Additional trainings are provided throughout the year focused on alignment with the school day, county led opportunities on youth development and leadership development for staff aspiring to grow in the field. All trainings are planned and organized based on program and staff assessments.
- **Clear Vision, Mission, and Purpose:** Vision, mission, and purpose are clearly defined. Goals reflect measurable outcomes reflecting broad stakeholder input. The vision, mission, purpose, and goals drive program design, implementation, and improvement.
 - **Mission Statement:** Through strong relationships with families, schools, and communities, it is the goal of the Fontana Expanded Learning Program to provide quality educational, recreational, and cultural programs. We aim to promote the social, physical, intellectual, and emotional development of the youth that we serve.
 - Through various partnerships, we have been able to expand programming to include components that enhance education in non-traditional ways like visual and performing arts, healthy behavior education, STEM (Science, Technology,



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Engineering, and Mathematics) project-based learning, youth leadership, and so much more.

- With over 3,200 students attending 33 sites daily (2024), we are proud to serve such an integral part of the community. We believe that we are helping to shape the next generation of leaders and would like to thank you for that opportunity. We strive to do all this while having fun.
- **Collaborative Partnership:** Program intentionally builds and supports collaborative relationships among internal and external stakeholders, including families, schools, and community. To achieve program the following goals.
 - The City's staff will intentionally build and support strong relationships with FUSD staff, families, and community members. At the site level, staff will have at least one formal meeting per month with site Principals, or assigned representative, as well as participate in school staff meetings when appropriate. Collaboration with instructional day teachers is essential to the success of the program. These collaborative efforts allow us to provide mutual support and ensure the goals of the instructional day are aligned with those of the expanded learning program. Workspace will be provided to City staff on campus allowing staff members to prep at the school sites. At administrative level, staff will meet with FUSD project manager on a bi-monthly basis to set goals and follow up on programming. Staff will work with project manager to set program goals. Staff will meet quarterly to review budget status and ensure funds are fully spent by end of the fiscal year. City staff will also partner with agencies as the County Office of Education, the California Afterschool Network and CDE's Office of Expanded Learning.
 - Staff will engage parents regularly to update them on participant progress, program components/changes, services, and resources available within their community and school.
- **Continuous Quality Improvement:** Program uses data from multiple sources to assess its strengths and weaknesses in order to continuously improve program design, outcomes, and impact.
 - The program has a long-established system of continuous quality improvement which includes semi-annual program evaluations, participant and stakeholder surveys, and monthly attendance reviews and site visits. All this information is gathered and reviewed throughout the year to continuously work to improve the program. This information is used to set monthly and annual goals to improve and adjust to program/participant needs.
- **Program Management:** Program has sound fiscal and administrative practices supported by well-defined and documented policies and procedures that meet grant requirements.



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- The City has a successful record of both fiscal and administrative duties. It adheres to federal, state, and local requirements when conducting its policies. The City has policies that address fiscal management, personnel policies, and program operation. The City diligently tracks and documents of the budget ensuring all expenses are allocated correctly and meet funding requirements. The systems in place allow for adjustments to be made as well as ensure responsible fiscal management.
- Staff at the site level agenda their monthly meetings with principals and regularly communicate with stakeholders. They maintain participant information such as custody agreements, allergies, participant health documents and other information pertinent to supporting participants. Always ensuring it is kept confidential. They are provided a site budget to spend based on the needs of their participants. During parent orientations staff distributes parent handbooks that describe policies and procedures. All parent/community materials/communications are provided in the language needed in the community.
- Management regularly explores opportunities to grow and develop leadership skill as well as best practices that benefit the program. Development opportunities are vetted through conferences such as BOOST, I.E Site Coordinator Symposium, and local agencies such as the City of Fontana, Office of the San Bernardino Superintendent of Schools, the California Office of Education's Expanded Learning Division, and the Fontana Unified School District.
- Measure progress/success systems
- Attendance
 - Daily attendance entry review
 - Ensures attendance is entered daily.
 - Weekly Average Daily Attendance review
 - Used to monitor if new enrollment is needed to meet grant requirements.
 - Monthly attendance database review
 - Used to monitor attendance on a monthly basis to review progress/make enrollment decisions.
 - Semi-Annual Review
 - Attendance records are reviewed to ensure accuracy.
- Budget, see included proposed ASES, ELO-P and In-Kind Budget Proposal
 - Section Budget Tracking
 - Staff review current budget and spending to ensure it is being spent appropriately and in a timely manner.



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- Monthly Invoice review
 - Review invoice with FUSD representative to ensure grant purchasing compliance, track current budget.
- Quarterly Budget Review
 - Review budget with FUSD representative to discuss status and potential purchasing goals.
- Sustainability: Program builds enduring partnerships with the community and will work with the District to ensure program sustainability.
 - The City Fontana will work with community partners and towards the goal of providing an exemplary expanded learning program to its participants. The City regularly sets goals and plans for its program on an annual basis, nonetheless its leadership educates itself on the latest trends and research to adjust and implement changes needed to deliver successful programming.
 - Staff will effectively utilize funding to maximize programming opportunities. To further support sustainability, the City is able to provide additional resources such as local facilities and parks as well as resources from other City departments. The program will additionally be able to benefit from City relationships and partnerships where necessary.



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City of Fontana Requirements:

- The current After School Education and Safety Grant Program Services Agreement between Fontana Unified School District and the City of Fontana content in addition to the following points of interest to be utilized, if the City is awarded a new Agreement, in the 23/24-1667 Expanded Learning Programs Agreement.
- The City of Fontana shall be reimbursed by the District for any and all General Liability and Workers Comp costs related to the Agreement.
- The City of Fontana and the District shall implement and hold Dual Indemnification.
- DISTRICT shall indemnify, pay for the defense of, and hold harmless PROVIDER and its officers, agents, and employees of, and from, any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of DISTRICT'S negligent or willful acts and/or omissions in rendering any services hereunder.
- City has the discretion to allocate and adjust approved allocated funding budget not to exceed Purchase Order.
- PROVIDER is deemed and, at all times, shall be deemed to be an independent contractor, and shall determine the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. This Agreement shall not be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and PROVIDER or any of PROVIDER'S agents or employees. PROVIDER assumes all responsibility for the acts of its employees or agents during the course and scope of their employment. PROVIDER, its agents, and employees, shall not be entitled to any rights and/or privileges of DISTRICT employees and are not DISTRICT employees.
- Provider to supply the staff, materials, management and supervision, and volunteer recruitment for the Schools. Provide all materials, tools, and instrumentalities required to perform the Program. Hire, train, and supervise site staff, including the site supervisors and coordinators. Complete three (3)-month and year- end performance evaluations regarding RESPONDENT'S operation of its Program, concurrent with an agreed upon Evaluation Plan.
- City will have the ability to provide feedback and recommendations to the District regarding the needs and or requests of third-party contractors to implement additional staff.
- Site Supervisors will coordinate with School Principals for services with other established programs, such as after-school academic interventions and other public agency programs/projects and provide aligned services that meet the needs of the students.
- Eligible students with special needs or disabilities will be provided with reasonable accommodations to access or during program. Should the student have a disability requiring accommodation(s), the program staff will arrange a meeting to discuss the student's needs and how he or she may be accommodated with District representative, which may include



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the District Special Education Local Plan Area (SELPA)/Special Services Department personnel program assistance.

- Provider will provide the District communication regarding specialized support and educational needs of participants for the District to communicate and support participants and families.
- The Provider, in agreement with grant requirements, will determine the possible program enrollment and maximums by site in accordance with site available resources including available facilities, funding and staffing levels. The approximate number of students needing services may be increased or decreased by approval of both the District and City of Fontana to subrogate funding to eliminate the wait list.
- Site Supervisors will market and communicate with families, school site staff, and administration team about opportunities for students to enroll into the program and work towards increasing the site average daily attendance (ADA) in the after-school program.
- Site Supervisors will maintain a waiting list of students to ensure that vacancies are filled as soon as they occur. Site Supervisors will ensure priority enrollment to Foster Youth and McKinney Vento (Homeless) students in agreement with Grant requirements.
- Principal and PROVIDER will agree which School site facilities will be used for the Program. A minimum of three (3) facilities per School must be available for the Program to ensure at least one School site facility per twenty (20) students enrolled. Facilities will include the MPR/cafeteria, classroom(s), computer lab, and other facilities the Principal and PROVIDER may agree are necessary. Facilities may include the library and gym.
- PROVIDER is deemed and, at all times, shall be deemed to be an independent contractor, and shall determine the sequence, method, details, and manner in which it performs those services required under the terms of this Agreement. This Agreement shall not be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and PROVIDER or any of PROVIDER'S agents or employees. PROVIDER assumes all responsibility for the acts of its employees or agents during the course and scope of their employment. PROVIDER, its agents, and employees, shall not be entitled to any rights and/or privileges of DISTRICT employees and are not DISTRICT employees.
- DISTRICT shall be the lead fiscal and administrative agent with the CDE for operating the Grant Program. The DISTRICT agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines. PROVIDER agrees to supply the DISTRICT with any and all reporting information required by the CDE or U.S. Department of Education in a timely manner and in advance of any deadlines.
- Principals or their designees and Site Supervisors shall cooperate in the recruiting and retaining of students to achieve the number of budgeted students to be served as set forth in Schedule "A" for each School. Coordinators, Site Supervisors and Principals will meet at least quarterly (once per trimester for Elementary schools) to monitor Program activities,



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attendance goals, and other Program components. Site Supervisors will notify Principals when their School's Program attendance drops below their School's target number of students to be served.

- DISTRICT agrees to comply with all reasonable requests by PROVIDER and to provide access to all documents reasonably necessary for the performance of PROVIDER'S duties under this Agreement. PROVIDER will abide by applicable federal and state laws and rules and regulations concerning the rights of privacy and/or confidentiality of any information provided by DISTRICT, including both student and personnel records.
- The DISTRICT understands the difficulty staffing for this Program and will provide additional support to PROVIDER in addressing the necessary steps to meet the staffing expectations. The DISTRICT is not, however, taking on the responsibility of the PROVIDER to staff all sites at appropriate levels per Grant requirement of 20:1 ratio.
- The DISTRICT, if required by the Grant or determined necessary by the DISTRICT, will provide Certificated Staff to assist in the enrichment and/or intervention of the students enrolled in the Program. If Certificated staff are required and provided by the DISTRICT, they are not to direct PROVIDER staff or daily Program operations. Certificated staff's input, however, will be considered by PROVIDER.

Termination

Either party shall have the right to terminate the Agreement by giving a minimum of one-hundred and twenty (180) days written notification to the other party of its intention to terminate.

If this Agreement is terminated as set forth above, DISTRICT shall only pay for all services rendered by PROVIDER per a designated date determined at the time of termination to include program and personnel administration termination transition.

Budget Contingency

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

In the event, the Agreement reoccurs for multiple years, it shall include Cost of Living and inflation fiscal support annually to ensure ongoing sustainability.

In-Kind Contribution



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The PROVIDER agrees that In-Kind contribution to the Program is integral to the on-going success of the Program. The PROVIDER agrees to assist with the Districts Grant 33% match in the form of In-Kind support during the term of this Agreement, but the In-Kind contribution shall not include City funding support. The DISTRICT will assist the PROVIDER in identifying In-Kind contributions and provide guidance. In-Kind contributions shall be demonstrated in an In-Kind Report to be submitted to the DISTRICT by the PROVIDER within each invoice submitted for reimbursement. PROVIDER shall provide its In-Kind contribution through and not limited to the following sources:

- Utilizing awarded funds to support the Program operations.
- All City incurred expenses will be reimbursed through the District.



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Budget

ASES

Administrative expenses
Direct Services expenses
Programming expenses
City Department expenses

Reimbursable Expenses	
\$	315,743.42
\$	3,575,175.00
\$	144,484.00
\$	372,000.00
TOTAL \$	4,407,402.42

ENROLLMENT MAX

2703 Participants

FULL TIME **\$ 315,743.42**

2 Coordinators
 1 FELP Administrative Technician

PART TIME **\$ 3,575,175.00**

2 Office Assistants
 33 ASCSA III's
 33 ASCSA II's
 94 ASCSA I's
 School Year Staffing Cost

PROGRAMMING EXPENSES **\$ 144,484.00**

Materials and Supplies \$ 104,484.00
 Uniforms \$ 5,000.00
 Trainings \$ 5,000.00
 Communications \$ 6,000.00
 Storage Facilities \$ 24,000.00

In-Kind

Facility expenses

Anticipated Budget	
TOTALS	109,740
	109,740

The City of Fontana will work with the District to identify In-Kind funds to assist with supporting Grant match.



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ELO-P

Reimbursable Expenses

Full Time Staffing	\$	849,499.80
Part Time Staffing	\$	4,644,423.20
Programming Expenses	\$	6,832,253.00
Program Administration Application Fees	\$	98,925.00
City Department Overhead	\$	702,285.49
TOTAL		13,127,386

ENROLLMENT MAX

797 Waitlist Participants

FULL TIME **849,500**

1 Director @ 33%	\$	99,358.71
1 Manager @ 50%	\$	99,421.50
1 Supervisor @70%	\$	114,140.60
1 CSD Administrative Analyst @ 30%	\$	42,776.70
1 CSD Administrative Technician @ 30%	\$	35,346.90
4 FELP Coordinators	\$	296,624.30
1 FELP Administrative Technician	\$	75,938.59
1 HR Technician @ 75%	\$	54,522.00
1 HR Sr. Analyst @ 25%	\$	28,870.50
FELP staff mileage	\$	2,500.00

PART TIME **\$ 4,644,423.20**

- 2 Office Assistants
- 2 Sr. CSA - Marketing & Communications
- 33 ASCSA III's
- 104 ASCSA I's

This includes the cost of:

School Year Staffing Cost

Summer Camp

4 Weeks in June

11:30am-6:30pm



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ELO-P Continued

Programming expenses will serve all enrolled FELP participants.

PROGRAMMING EXPENSES	\$ 6,832,253.00
Materials and Supplies	\$ 2,866,621.00
Uniforms	\$ 60,000.00
Trainings	\$ 297,100.00
Personnel Onboarding	\$ 33,660.00
Communications	\$ 6,006.00
Storage Facilities	\$ 24,000.00
Other Professional Services	\$ 1,340,750.00
<i>Noble Youth</i>	<i>\$ 550,000.00</i>
<i>Active Education Soccer Club</i>	<i>\$ 80,000.00</i>
<i>US Engineering League Robotics</i>	<i>\$ 300,000.00</i>
<i>Sami Circuit Fitness</i>	<i>\$ 50,750.00</i>
<i>Swim Club - Fontana Aquatics</i>	<i>\$ 60,000.00</i>
<i>Motivational Speaker/Site</i>	<i>\$ 100,000.00</i>
<i>Special Presentation/Site/Semester</i>	<i>\$ 200,000.00</i>
Excursions	\$ 840,000.00
<i>Admissions and Transportation</i>	
Vehicle Maintenance	\$ 23,366.00



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PRICE PROPOSAL FORM

RFP No. 23/24-1667 Expanded Learning Program

INDIVIDUAL SCHOOL SITE BILLING RATE

Based on the number of students that require services listed below for each school, Respondent may select the school(s) where the Respondent wishes to provide services and enter the hourly cost per Student.

As referenced in the above City of Fontana Requirements, the Provider, in agreement with grant requirements, will determine the possible program enrollment and maximums by site in accordance with site available resources including available facilities, funding, and staffing levels. The approximate number of students needing services may be increased or decreased by approval of both the District and City of Fontana to sublimate funding to eliminate the wait list. The following maximums have been updated to reflect current and projected potential capacities.

Table with 8 columns: Line Item, Individual School Site, Estimated Maximum number of Pupils, Unit of Measure, Proposed Rate (Per Hour, Per Student), Grade Level, Minimum No. of Students*, No RFP. Rows include Almond, Beech, Canyon Crest, and Chaparral.



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CALIFORNIA

5	Citrus	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-6	84	
6	Cypress	97	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
7	Date	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
8	DHIA	162	Hourly Proposed Rate: per student, per hour				No RFP
9	Dorothy Grant	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
10	Hemlock	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
11	Juniper	91	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
12	Kathy Binks	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	



City of Fontana

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FONTANA
CALIFORNIA

13	Live Oak	91	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
14	Locust	94	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-6	84	
15	Mango	128	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
16	Maple	120	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
17	North Tamarind	89	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-6	84	
18	Oak Park	109	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
19	Oleander	107	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
20	Palmetto	122	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	



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FONTANA
CALIFORNIA

21	Poplar	106	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-6	84	
22	Porter	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
23	Primrose	98	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
24	Randall Pepper	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
25	Redwood	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-6	84	
26	Shadow Hills	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
27	Sierra Lakes	150	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	
28	South Tamarind	120	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-5	84	



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FONTANA CALIFORNIA

29	Tokay	130	Hourly Proposed Rate: per student, per hour				No RFP
30	West Randall	97	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	K-6	84	
Middle Schools							
31	Alder	96	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	6-8	96	
32	Almeria	37	Hourly Proposed Rate: per student, per hour				No RFP
33	Fontana	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	6-8	79	
34	Sequoia	84	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	7-8	74	
35	Southridge	40	Hourly Proposed Rate: per student, per hour				No RFP
36	Truman	84	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	6-8	68	



City of Fontana

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FONTANA
CALIFORNIA

37	Wayne Ruble	110	Hourly Proposed Rate: per student, per hour	\$6.39 /hour	6-8	105	
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