



**PROGRAM PROVIDER AGREEMENT ("Agreement")  
FRESH After School Partnership Program**

**COVER PAGE**

<b>A. "Contractor" and Address/Contact Information:</b>		<b>B. "FCSS" and Address/Contact Information:</b>	
City of Reedley Attn: Sarah Reid, CSD Superintendent 100 N. East Ave. Reedley, CA 93654 Phone No.: (559) 637-4203 FAX No.: (559) 637-7253 Email Address: <a href="mailto:sarah.reid@reedley.ca.gov">sarah.reid@reedley.ca.gov</a>		Fresno County Superintendent of Schools Attn: Randy Mehrten, Senior Director, FRESH After School Program Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721-2000 Phone No.: (559) 497-3780 FAX No.: (559) 497-3704 Email Address: <a href="mailto:rmehrten@fcoe.org">rmehrten@fcoe.org</a>	
<b>C. "Contract Effective Date":</b>	<b>D. "Contract Termination Date":</b>	<b>E. "Contract Amount" to be paid to Contractor :</b>	<b>F. Program to be provided by Contractor (see Sect. 1.2.2) :</b>
July 1, 2017	June 30, 2018	See Att. 1, Art. 2 and Site Schedule Index	<input checked="" type="checkbox"/> Base Program <input checked="" type="checkbox"/> Supplemental Program
<b>G. "Required Documents":</b> Contractor must provide to FCSS each document below, which is incorporated by reference into this Agreement. If any Required Document becomes incorrect during the Contract Term, Contractor shall promptly notify in writing and/or submit to FCSS the appropriate document reflecting the correct information.			
1. Upon FCSS' request and as applicable, Taxpayer Identification Number Request (W-9) or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); and Nonresident Withholding Allocation Worksheet (California Form 587) or Withholding Exemption Certificate (California Form 590); and all documents that FCSS may require to establish the necessary process to pay the Contract Amount to Contractor.			
2. Written proof of the following insurance (see Att. 1, Art. 4): (a) commercial general liability with additional insured endorsement, (b) commercial automobile liability, and (c) workers' comp. & employers' liability			
3. Fingerprinting and Criminal Background Check Certification (see Att. 1, Art. 1A)			
4. Tuberculosis Clearance Certification (see Att. 1, Art. 1A)			

This Agreement is entered into by and between FCSS and Contractor, each referred to separately as a **"Party"** and collectively as the **"Parties"**.

1. **Contract Term.** This Agreement shall commence on the Contract Effective Date and shall continue in full force and effect thereafter until and including the Contract Termination Date (**"Contract Term"**), unless this Agreement is terminated during the Contract Term as provided in Article 3 of Attachment 1 to this Agreement.

2. **Agreement Documents.** This Agreement contains and consists of the following:

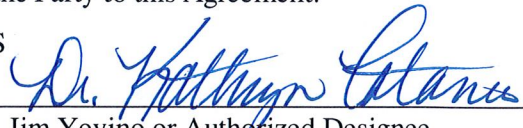
- 2.1 Cover Page
- 2.2 Attachment 1 - General Terms and Conditions
  - Article 1: Scope of Services and Obligations
  - Article 1A: Additional Terms and Conditions
  - Article 2: Payment
  - Article 3: Termination of Agreement; Suspension of Services
  - Article 4: Insurance
  - Article 5: Indemnity and Defense
  - Article 6: Dispute Resolution
  - Article 7: General Provisions
- 2.3 Site Schedule Index

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration and/or the mutual benefits to be derived from this Agreement, the Parties, intending to be legally bound, agree as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

CONTRACTOR

By:   
Print Name: Nicole Zieba  
Title: City Manager

FCSS

By:   
Jim Yovino or Authorized Designee  
Superintendent

Contractor's federal tax I.D. no. if entity or last four digits of social security no. if individual: 94-6000402  
**Dr. Kathryn Catania, Deputy Superintendent**

**ATTACHMENT 1**  
**GENERAL TERMS AND CONDITIONS**

**ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.**

**Section 1.1 Recitals.**

- 1.1.1 FCSS operates the Fresno Recreation, Enrichment, and Scholastic Help After School Partnership Program (“**FRESH**”). Through FRESH, qualified school sites within Fresno County may administer and implement educational and support services to their students after school. Funding for FRESH is through two types of grants received from the State of California: (1) base funding to be used for programs and activities before and after school on regular school days (“**Base Funding**”) and (2) supplemental funding to be used for programs and activities on Saturdays, intersessions, and summer (“**Supplemental Funding**”).
- 1.1.2 FCSS has entered into separate contracts with certain school districts within Fresno County to provide educational and/or administration services to school sites within such school districts for the school sites’ after school programs.
- 1.1.3 By this Agreement, FCSS desires to retain Contractor to provide, and Contractor desires to provide, to FCSS and the school districts the Services set forth in this Agreement. The Parties further desire by this Agreement to set forth the terms and conditions upon which Contractor shall provide and FCSS shall compensate Contractor for such Services, and to set forth the Parties’ rights and obligations relating to such Services and this Agreement.

**Section 1.2 Duties and Obligations.**

- 1.2.1 Contractor Qualifications. Contractor represents that it has the proper training, skill, and experience, and is qualified to provide the Services, including having throughout the Contract Term all applicable licenses, permits, and/or certifications. Contractor shall provide FCSS with written proof of such licenses, permits, and/or certifications upon FCSS’ request and notify FCSS in writing no later than 10 days after Contractor receives any notice of revocation, suspension, probation, or repeal of any applicable licenses, permits, or certifications.
- 1.2.2 Contractor Responsibilities. Contractor shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the services required of Contractor by this Agreement (collectively “**Services**”), which Services shall include the following:
- (A) Contractor Staff.
- (1) *Recruitment, Hiring, and Supervision.* Recruit, screen, interview, hire as Contractor’s employees, and supervise all personnel, including any volunteers (collectively “**Contractor Staff**”) necessary for Contractor to perform the Services. Contractor shall also be responsible for replacing any Contractor Staff who is no longer employed by Contractor, and for handling absences of any Contractor Staff. In addition, Contractor shall receive and process the hour logs and payroll of the Contractor Staff.
- (2) *Qualification and Training.* Ensure that all Contractor Staff are qualified and trained to provide the Services, including but not limited to, being at least 18 years old and having education and experience of any combination equivalent to (1) high school diploma, general education degree (GED), or State High School Proficiency certificate and an associate degree or a higher degree (successful completion of the Paraeducator Academic Assessment adopted by the Fresno County Office of Education may be substituted for the associate degree) or (2) two years of study at an institute of higher education equivalent to 48 semester units.
- (3) *Fingerprinting and Criminal Background Check, and TB Clearance.* Be responsible for the cost of and ensure that all Contractor Staff comply with Section 1A.3 of this Agreement regarding fingerprinting and criminal background check, and tuberculosis clearance.

- (B) General Services. Contractor shall provide the following Services at each School Site:
- (1) *Management and Support Services.* Provide support services to each School Site as requested by the School Site or FCSS, and overall management and supervision of the Services provided to the School Site.
  - (2) *Recruitment and Support Services.* Provide each School Site, as requested by School Site or FCSS, with support services to recruit students to participate in the FRESH program at the School Site.
  - (3) *Student Attendance/Data Submission.* Track and submit attendance/data for each student as required by FCSS. Contractor shall provide FCSS original and/or copies of all student attendance sheets and any other documents/information related to student attendance upon request by FCSS.
- (C) Base Program. This Paragraph applies if Base Program is marked in F1 on the Cover Page. For each FRESH program at a School Site that is funded with any Base Funding (“**Base Program**”), Contractor shall provide the general services set forth in (B) above, comply with the terms and conditions that apply to the use of the Base Funding, and comply with the following requirements:
- (1) *Education and Literacy Component.* Include an educational and literacy component to provide tutoring and/or homework assistance in one or more of the following areas: language arts, mathematics, history, social science, computer training, or science. This component must support the School Site’s core curriculum, state standards, and be developed in collaboration with School Site staff and FCSS.
  - (2) *Educational Enrichment Component.* Include an enrichment component, which may include, but need not be limited to fine arts, recreation, physical fitness, career/technical education, and prevention activities. Such activities might involve the arts, music, sports, recreation, career preparation activities, teen pregnancy, substance abuse prevention services, gang awareness activities, conflict resolution training, community service-learning, and other youth development activities based on student needs and interests.
  - (3) *Snack.* Include a daily nutritious snack to be provided to students participating in the after school program at the School site. The snack provided must meet the standards identified in Education Code section 49430 et seq.
  - (4) *Program Hours.* Operate the FRESH program a minimum of 15 hours per week and at least until 6:00 p.m. on every regular school day. Any after school program shall commence immediately upon the conclusion of the regular school day at the School Site. Any before school program shall not operate for less than one and one half hours per regular school day.
  - (5) *Contractor Staff/Student Ratio.* Maintain a student to Contractor Staff ratio of not more than 20 to 1. Contractor shall maintain records regarding the number of staff working each day and shall provide such records for FCSS upon request by FCSS.
  - (6) *Site Coordinator.* Maintain at least one coordinator to coordinate activities at the School Site and to supervise other staff.
  - (7) *Site Schedule.* Prepare and revise as necessary, in coordination with School Site and FCSS and on a form provided by FCSS, a Site Schedule for each School Site on which Contractor will provide Services. Each completed Site Schedule must be signed by the School Authorized Agent, Contractor, and FCSS’ contact person listed in B on the Cover Page or her designee(s) before Contractor commences any Services on the School Site. No Site Schedule, whether new or revised, shall contain a Site Contract Amount that exceeds the Site Contract Amount listed on the attached Site Schedule Index for the applicable School Site. Contractor shall provide FCSS and the applicable School Site with a copy of each completed and signed Site Schedule. Each completed and signed Site Schedule constitutes a part of this Agreement but need not be attached to this Agreement.



(D) Supplemental Program. This Paragraph applies if Supplemental Program is marked in F2 on the Cover Page. For each FRESH program at a School Site that is funded with Supplemental Funding (“**Supplemental Program**”), Contractor shall provide the general services set forth in (B) above, comply with the requirements in (C) above, and comply with all terms and conditions that apply to the use of the Supplemental Funding.

(E) Additional Services. Except for the Services, Contractor shall not be entitled to any payment or reimbursement from FCSS under this Agreement for any additional services that Contractor may provide to FCSS, any School District, or any School Site. Any additional services for which payment is to be made under this Agreement must be set forth in writing as an amendment to this Agreement and executed by the Parties before commencement of such additional services.

1.2.3 Non-Exclusive Services. Contractor acknowledges and agrees that this Agreement does not constitute an exclusive contract for Contractor, and FCSS has or may enter into contracts with third parties, to provide educational services to FCSS, any of the School Districts, or any or all of the School Sites.

## **ARTICLE 1A ADDITIONAL TERMS AND CONDITIONS.**

**Section 1A.1 Record Keeping, Retention, Inspection, and Audit.** Contractor shall maintain and retain accurate books and accounting records of all Services provided under, costs billed pursuant to, and all documents required of Contractor under this Agreement for at least five years after this Agreement terminates. Upon FCSS’ request, Contractor shall make all such books, accounting records, cost billings, and documents available for review, audit, and/or copying by FCSS or FCSS’ designee. Grant funds are used to pay for the Services and Contractor shall comply with all requirements of the grant(s) upon FCSS’ written notice of such requirements. If this Agreement involves the expenditure of funds from the State of California in excess of \$10,000, this Agreement is subject to the State Auditor’s examination and audit for three years after final payment under this Agreement at FCSS’ request or as part of any audit of FCSS. The obligations of this Section shall survive termination of this Agreement.

**Section 1A.2 Use and Handling of Confidential Records and Information.** If Confidential Materials are provided to Contractor under this Agreement, Contractor and its officers, employees and agents shall: (1) not release, disseminate, publish, or in any manner disclose the Confidential Materials, except as required by law or a court order, as may be permitted by this Agreement, or as FCSS may authorize in writing; (2) not use the Confidential Materials for any purpose not related to the performance of this Agreement; and (3) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. “**Confidential Materials**” shall mean all documents and information that federal and/or California laws prohibit from being disclosed, or that are subject to privacy or other legal protections, including but not limited to, student and employee records and information. The obligations of this Section shall survive the termination of this Agreement.

**Section 1A.3 Required Documents.** At the same time as when Contractor delivers to FCSS this Agreement signed by Contractor, Contractor shall submit the Required Documents in G on the Cover Page and agree as follows:

1A.3.1 Fingerprinting and Criminal Background Check Certification. Contractor shall obtain from, complete, sign, and deliver to FCSS a Fingerprinting and Criminal Background Check Certification (“**Fingerprinting Certification**”). Contractor shall apply for subsequent arrest notifications with the California Department of Justice in order for Contractor to receive subsequent arrest notices for Contractor and its employees, and shall provide FCSS with an updated Fingerprinting Certification if there are any changes to the information Contractor has provided to FCSS. Contractor must immediately remove from performance of the Services any of its employees who are convicted of or against whom a criminal proceeding is pending for a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Contractor shall indemnify, defend, and hold harmless FCSS and the Fresno County Board of Education and their officers, employees, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney’s fees and costs, resulting from, arising out of, or caused by Contractor’s failure to comply with this Subsection. Contractor’s obligations and liabilities under this Subsection shall survive the termination of this Agreement and are not limited to or by any insurance that Contractor maintains but apply to the full extent permitted by law without regard to whether such insurance covers the obligations and liabilities.



1A.3.2 Tuberculosis Clearance Certification. Contractor shall obtain from and complete, sign, and deliver to FCSS a Tuberculosis Clearance Certification or provide FCSS with documentation satisfactory to FCSS that each Contractor Staff who will provide the Services has been examined and determined by a licensed physician or surgeon within four years of the Contract Effective Date to not have active tuberculosis. If, during the Contract Term, any of Contractor's employees who are providing the Services are determined to have active tuberculosis, Contractor shall immediately remove such employees from providing the Services.

**Section 1A.4 Certification Regarding Debarment, Suspension, and Other Ineligibility.** If this Agreement is funded, in part or in whole, with federal funds, Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).

## **ARTICLE 2 PAYMENT.**

**Section 2.1 Amount of Compensation.** As full consideration and compensation for Contractor's performance of the Services, FCSS shall pay Contractor as follows: For each School Site on which Contractor provides the Services, FCSS shall pay Contractor a total amount that shall not exceed the Site Contract Amount stated in the Site Schedule Index for that School Site. The sum of all Site Contract Amounts is referred to as the "**Contract Amount**".

### **Section 2.2 Method and Schedule of Payment.**

2.2.1 Contractor Invoice. FCSS shall pay to Contractor the Contract Amount pursuant to written invoice by Contractor, which invoice shall be submitted to FCSS by the 15th day of each month and state, at a minimum, the following: (A) the Site Schedule No. pursuant to which Services were provided; (B) the period for which Contractor is requesting payment for Services provided; (C) a description of the Services provided, including, at a minimum, the number and types of Contractor Staff who provided Services, and the dates and hours during which Services were provided; and (D) the amount for which payment is requested including a breakdown of the amount based on the Services provided. By submission of each invoice, Contractor certifies under penalty of perjury that to the best of its knowledge, understanding, and belief, that the information and amounts claimed in the invoice are true and correct.

2.2.2 FCSS Review and Approval of Invoice. FCSS shall review and approve all invoices before payment to Contractor. Upon receipt of an invoice and if FCSS has any objections to it and/or requires additional information or supporting documentation, FCSS shall notify Contractor and Contractor shall provide FCSS with the required additional information and/or supporting documentation within five business days of Contractor's receipt of FCSS' notice. FCSS shall pay Contractor no later than 30 days after FCSS receives and approves an invoice submitted by Contractor. If FCSS does not approve an invoice, FCSS shall notify Contractor in writing stating the reason(s) why FCSS did not approve the invoice. Contractor may re-invoice FCSS to cure the defects identified in FCSS' notice. The revised or new invoice will be treated as a new invoice. Contractor's acceptance of a payment under this Agreement shall constitute and operate as a release of all claims and liabilities by Contractor against FCSS for any additional compensation or payment under this Agreement relating to or for the Services for which the payment was made. However, FCSS' payment shall in no way relieve Contractor of Contractor's obligations under this Agreement or for deficient or defective work discovered after payment.

**Section 2.3 Use of Remaining Site Contract Amount.** During the two months before the Contract Termination Date or at such other time during the Contract Term as mutually agreed upon by Contractor, the applicable School Site, and the FCSS contact person listed in B on the Cover Page, any Site Contract Amount that has not been paid to or is not encumbered for Services performed or to be performed by Contractor may be used by the School Site to procure and pay for activities, or to purchase equipment and/or supplies, for the School Site. Any purchase of equipment and/or supplies may be made only if such purchase is permitted under the contract between FCSS and the School District and such purchase is supported by written receipts or other documentation satisfactory to FCSS' contact person listed in B on the Cover Page.

## **ARTICLE 3 TERMINATION OF AGREEMENT; SUSPENSION OF SERVICES.**

**Section 3.1 Grounds for Termination.** This Agreement shall terminate upon expiration of the Contract Term. During the Contract Term, a Party, with or without cause, may terminate this Agreement by notifying the other Party in writing at least 30 days before the effective date of termination.

**Section 3.2 Additional Grounds for Termination.** Despite any contrary provisions in this Agreement, FCSS, at its sole option and discretion, may terminate this Agreement during the Contract Term pursuant to any of the following by notifying Contractor in writing:

- 3.2.1 Conviction or Criminal Proceeding Involving Serious or Violent Felony. This Agreement shall terminate effective immediately if Contractor provides any Contractor Staff who is convicted or has a pending criminal proceeding for a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).
- 3.2.2 Non-Allocation of or Insufficient Allocated Funds. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if FCSS or the Fresno County Board of Education, and/or other government agencies and/or grant or funding entities from whom FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all funds to pay for this Agreement, fail to or determine not to appropriate or allocate funds for future payments under this Agreement, or fail or determine not to allocate funds in an amount sufficient to make future payments under this Agreement.
- 3.2.3 License, Certification, or Permit. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if Contractor must be licensed, certified, and/or hold any certain permit in order to perform the Services, and such license, certification, and/or permit has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.
- 3.2.4 Unauthorized Assignment or Transfer. This Agreement shall terminate effective on the date stated in FCSS' notice of termination if Contractor assigns or transfers this Agreement in breach of Section 7.6.

**Section 3.3 Rights and Obligations Upon Termination.** Upon termination of this Agreement, School shall be paid only for Services that Contractor performed in accordance with this Agreement before the effective date of termination, and for which Contractor has submitted an invoice and documentation as required by FCSS. FCSS is not obligated to pay Contractor for any Services that Contractor has not performed or has not performed in accordance with this Agreement, and FCSS shall have no further liability to Contractor, whether pursuant to contract, law, or equity.

**Section 3.4 Force Majeure.** A Party shall not be liable for any failure or delay in performing this Agreement if a Force Majeure Event caused the failure or delay and the Party seeking relief has notified the other Party in writing of the occurrence of the Force Majeure Event, except that a failure to pay the Contract Amount shall not be excused by any Force Majeure Event where Contractor has performed the Services in accordance with this Agreement. A **"Force Majeure Event"** shall mean events or circumstances that are beyond a Party's reasonable control and occurring without that Party's fault or negligence, and which by the Party's exercise of due diligence could not reasonably have been avoided and was not avoided, which events or circumstances, include, but are not limited to, acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; terrorist attacks; wars; strikes; lockouts; riots; explosions; or governmental acts or order, including sanction, embargo, and import or export regulation.

**Section 3.5 Suspension of Services.** Despite any provisions to the contrary in this Agreement, FCSS shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term upon written notice provided to Contractor at least 10 business days before the suspension, delay, or interruption begins, and stating the beginning date and ending date of the suspension, delay, or interruption ("**Suspension Period**"). Unless the Parties agree in writing otherwise, the following shall apply upon FCSS' exercise of its right under this Section: (1) Contractor shall not be entitled to any damages or compensation relating to, resulting from, or arising out of FCSS' exercise of its right under this Section or the Suspension Period; (2) Contractor shall resume performance of the Services on the next business day following the ending date of the Suspension Period; and (3) the Contract Term shall remain the same.

## **ARTICLE 4 INSURANCE.**

**Section 4.1 Required Insurance.** Contractor, at its sole cost and throughout the Contract Term, shall procure and maintain in effect each insurance designated as required in F.2 on the Cover Page and described below. All required insurance, and if self-insurance will be provided, must contain coverage that comply, at a minimum, with the following requirements:

- 4.1.1 Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 for property damage, bodily injury, and personal injury. This insurance shall: (A) name the Fresno County Superintendent of Schools, the Fresno County Board of Education, and their officers, employees, agents and volunteers as an additional insured, and (B) state that FCSS' insurance coverage is excess of Contractor's insurance coverage and will not contribute with Contractor's insurance as to any claims, demands, lawsuits, causes of action, actions, proceedings, damages, liabilities, judgments and expenses, including attorney's fees and costs, relating to this Agreement and resulting from, arising out of, or caused by Contractor or its governing body, officers, employees, and/or agents.
- 4.1.2 Workers' compensation insurance and employer's liability insurance with limits of not less than \$1,000,000 or as required by California laws, whichever is greater.
- 4.1.3 Commercial automobile liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

**Section 4.2 Proof of Insurance.** Contractor shall provide proof of the required insurance, including all required endorsements, to FCSS before commencing any Services. If the required insurance is provided through insurer(s), the following applies: (1) the insurance shall be endorsed to require that each insurer mail a written notice to FCSS no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage; (2) upon FCSS' request, Contractor shall provide FCSS with a certified copy or other proof satisfactory to FCSS of the insurance; and (3) Contractor shall provide FCSS with proof of renewal of the insurance, including all required endorsements, as soon as Contractor receives it from the insurer(s) but no later than 15 days after the insurance expires.

**ARTICLE 5 INDEMNITY.** Except as stated in the Fingerprinting Certification or the TB Certification in which case the indemnity provisions contained in each certificate required of Contractor shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Contractor; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

Additionally, Contractor shall hold harmless any school district at which Contractor provides Services under this Agreement, and the officers, agents, volunteers, and employees of any such school districts, and shall indemnify and defend such officers, agents, volunteers, and employees of any such school district from any and all costs, expenses (including reasonable attorney's fees and court costs), damages, claims, causes of action, losses or any other liabilities arising out of the negligent or wrongful acts, errors or omissions of the Contractor, its officers, consultants, agents, employees or contractors in performing or failing to perform any work, services, or functions under this Agreement.



**ARTICLE 6 DISPUTE RESOLUTION.** The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this Agreement, including the alleged breach, interpretation, or application of this Agreement. During any dispute, FCSS' decision, for the time being, shall prevail, and Contractor shall perform this Agreement as directed by FCSS without prejudice to a final determination of the dispute. During a dispute regarding payment under this Agreement, FCSS shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is finally determined to be due to Contractor, FCSS shall pay such amount to Contractor within 30 days of the final determination. Except for an action to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this Agreement until after compliance with this Article.

**ARTICLE 7 GENERAL PROVISIONS.**

**Section 7.1 Entire Agreement, Amendment, Applicable Law, Venue, Interpretation, Severability, and Execution by Facsimile and in Counterparts.** This Agreement constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. This Agreement shall be amended or modified only by a writing executed by the Parties. This Agreement is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in the appropriate state or federal court in Fresno County, California, provided that nothing in this Agreement constitutes a waiver of immunity to suit by FCSS. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement, and the remaining provisions shall be construed to preserve the Parties' intent and purpose in this Agreement. The Parties may sign this Agreement in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

**Section 7.3 Independent Contractor.** Contractor is retained as an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of FCSS. This Agreement shall not be construed to create an agency relationship, partnership, or joint venture between the Parties.

**Section 7.4 Notices.** Except as may be specifically stated otherwise in this Agreement, each Party shall give any notices, demands, invoices, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier services that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, *if to FCSS, a copy thereof, not to include invoices and communications regarding normal implementation of this Agreement, by facsimile to:* Lead Legal Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

**Section 7.6 Assignment, Transfer, and Waiver.** Contractor shall not assign or transfer any of Contractor's rights or obligations under this Agreement, including by operation of law or change of control or merger, without FCSS' prior written consent. Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition runs.



## TUBERCULOSIS CERTIFICATION

Contractor: \_\_\_\_\_ City of Reedley \_\_\_\_\_

Pursuant to Education Code sections 49406, the Fresno County Superintendent of Schools ("FCSS") has determined that Contractor will be performing services that may include frequent or prolonged contact with pupils. Therefore, before Contractor, if an individual, and its employees may commence any services under the contract between FCSS and Contractor ("**Contract**"), Contractor and such employees are required to have been examined and determined **within four years of the effective date of the Contract** to be free of active tuberculosis. The examination must consist of either an approved intradermal tuberculin test or other tests for tuberculosis infection that are recommended by the federal Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration, which, if positive, must be followed by an x-ray of the lungs. A tine test is not acceptable. If an individual has previously tested positive for tuberculosis infection, no tuberculin skin test is required. Instead and unless specifically exempted by applicable laws, the individual must obtain an x-ray of the lungs conducted by a competent and qualified x-ray technician and interpreted by a licensed physician and surgeon.

Contractor must complete, sign, and submit this Certification to FCSS before Contractor performs any services under the Contract. Upon being submitted to FCSS, this Certification shall become a part of the Contract and shall be effective throughout the term of the Contract and any period of extension or renewal thereof ("**Contract Term**") and as provided in this Certification. At FCSS' request, Contractor shall provide FCSS with documentation showing that Contractor, if an individual, and each employee providing services under the Contract have complied with the requirements in this Certificate. The term "**employee**," as used in this Certificate, includes Contractor's officers, employees, volunteers, and any other persons who Contractor employs or retains to perform any services under the Contract.

During the Contract Term, if any employee providing services under the Contract is determined to have active tuberculosis, Contractor shall immediately remove the employee from performing services under the Contract that may include frequent or prolonged contact with pupils.

Contractor shall defend, indemnify, and hold harmless FCSS and the Fresno County Board of Education and their officers, employees, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, proceedings, bodily injuries, property damages, liabilities, losses, judgments, expenses, and costs, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with any term or condition of this Certification or applicable laws. These obligations shall survive the termination of this Agreement and are not limited to or by any insurance that Contractor maintains or the lack of insurance but apply to the full extent permitted by California laws.

The undersigned represents that he or she is authorized to execute on behalf of, and to commit and bind, Contractor to this Certification and certifies under penalty of perjury under the laws of the State of California that the representations made in this Certification are true and correct and shall remain true and correct throughout the Contract Term. A copy or original of this Certification with Contractor's signature, whether original or transmitted by electronic means, is binding upon Contractor.

Signature: \_\_\_\_\_

Date: 9/25/17

Print Name: Sarah Reid

Title: CSD Superintendent





## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

[Use with non-construction contract]

Contractor: \_\_\_\_\_ City of Reedley \_\_\_\_\_ DOJ-issued ORI No.: AE764

Pursuant to Education Code sections 45125.1 and/or 49024, the Fresno County Superintendent of Schools ("FCSS") has determined that Contractor will or may have more than limited contact with students while performing the contract between FCSS and Contractor ("Contract") and that Contractor will not be performing work in an emergency or exceptional situation. Therefore, before Contractor, if an individual, and its employees may commence any services under the Contract, Contractor must complete, sign, and submit this Certification to FCSS. Upon being submitted to FCSS, this Certification shall become a part of the Contract and shall be effective throughout the term of the Contract and any period of extension or renewal thereof ("Contract Term") and as provided in this Certification. "Employee" includes Contractor's officers, employees, volunteers, and any other persons who Contractor employs or retains to perform any services under the Contract.

Contractor (if an individual) and each employee shall comply, as applicable, with one of the following before commencing any services under the Contract:

1. FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CLEARANCE. Contractor (if an individual) and each employee who will provide services under the Contract and who will or may have contact with students shall complete the fingerprinting and criminal background check required by Education Code section(s) 45125.1 and/or 49024, and shall have no conviction of and no pending criminal proceeding for any violent felony listed in Penal Code section 667.5(c) or any serious felony listed in Penal Code section 1192.7(c) (each referred to as "Felony") as initially ascertained by the California Department of Justice and the Federal Bureau of Investigation or in subsequent arrest notifications issued by either agency.
2. ACTIVITY SUPERVISOR CLEARANCE CERTIFICATE. Contractor will be working with students in scholastic programs, interscholastic programs, or extracurricular activities sponsored by FCSS, a school district, or school booster club (Education Code section 49024). Therefore, Contractor shall submit an Activity Supervisor Clearance Certificate issued by the Commission on Teacher Credentialing ("CTC") for Contractor (if an individual) and for each employee who will provide services under the Contract.

At FCSS' request, Contractor shall provide FCSS with a list of the names of employees who provide services under the Contract and have complied with the fingerprinting and criminal background check clearance or a copy of each employee's Activity Supervisor Clearance Certificate.

During the Contract Term, Contractor shall immediately remove any employee who has or may have contact with students from performing any services under the Contract where the employee has been convicted of or has a criminal proceeding pending for any Felony or CTC has suspended or revoked the employee's Activity Supervisor Clearance Certificate. Contractor shall defend, indemnify, and hold harmless FCSS, the Fresno County Board of Education, and their officers, employees, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, proceedings, bodily injuries, property damages, liabilities, losses, judgments, expenses, and costs, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with any term or condition of this Certification and/or applicable laws. These defense, indemnity, and hold harmless obligations shall survive termination of the Contract and are not limited to or by any insurance that Contractor maintains or the lack of insurance but apply to the full extent permitted by California laws.

The undersigned represents that he or she is authorized to execute on behalf of and to bind Contractor to this Certification and certifies under penalty of perjury under the laws of the State of California that the representations made in this Certification are true and correct and shall remain true and correct throughout the Contract Term. A copy or original of this Certification with Contractor's signature, whether original or transmitted by electronic means, is binding upon Contractor.

Signature: Sarah Reid

Date: 5/25/17

Print Name: Sarah Reid

Title: CSD Superintendent



## EXHIBIT A

**Contractor is solely responsible for complying with all applicable laws, and therefore, shall have knowledge of all applicable laws. The excerpts below from the California Education Code and Penal Code are provided to assist Contractor, and may not be relied upon by Contractor, to comply with applicable laws. Contractor may obtain information, instructions, and forms required for fingerprints and criminal background checks from the California Department of Justice's website: <http://ag.ca.gov/fingerprints/agencies.php>.**

### EDUCATION CODE § 45125.1 -- FINGERPRINTING CERTAIN EMPLOYEES

- (a) Except as provided in subdivisions (b) and (c), if the employees of any entity that has a contract with a school district . . . to provide any of the following services may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the department for its costs incurred in processing the application:
- (1) School and classroom janitorial.
  - (2) Schoolsite administrative.
  - (3) Schoolsite grounds and landscape maintenance.
  - (4) Pupil transportation.
  - (5) Schoolsite food-related.
- (b) This section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.
- ...
- (d) A school district may determine, on a case-by-case basis, to require an entity providing schoolsite services other than those listed in subdivision (a) or those described in Section 45125.2 and the entity's employees to comply with the requirements of this section, unless the school district determines that the employees of the entity will have limited contact with pupils. . . . If a school district requires an entity providing services other than those listed in subdivision (a) and its employees to comply with the requirements of this section, the Department of Justice shall comply with subdivision.
- (e)(1) The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it pursuant to subdivision (a) has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the department. Upon implementation of an electronic fingerprinting system with terminals located statewide and managed by the Department of Justice, the department shall ascertain the information required pursuant to this section within three working days. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it pursuant to subdivision (a) has a pending criminal proceeding for a felony as defined in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1, the department shall notify the employer designated by the individual of that fact. The notification shall be delivered by telephone or electronic mail to the employer.
- ...
- (f) An entity having a contract as specified in subdivision (a) and an entity required to comply with this section pursuant to subdivision (d) shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Section 45122.1.
- (1) This prohibition does not apply to an employee solely on the basis that the employee has been convicted of a felony if the employee has obtained a certificate of rehabilitation and pardon pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.
  - (2) This prohibition does not apply to an employee solely on the basis that the employee has been convicted of a serious felony that is not also a violent felony if that employee can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he or she has been rehabilitated for the purposes of schoolsite employment for at least one year. If the offense in question occurred outside this state, then the person may seek a finding of rehabilitation from the court in the school district in which he or she is resident.
- (g) An entity having a contract as specified in subdivision (a) and an entity required to comply with this section pursuant to subdivision (d) shall certify in writing to the school district that neither the employer nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1.

### EDUCATION CODE 49024 -- ACTIVITY SUPERVISOR CLEARANCE CERTIFICATE REQUIRED; PUPIL ACTIVITY PROGRAM; EXCEPTIONS; TEMPORARY CERTIFICATES; INAPPLICABILITY WHERE CRIMINAL BACKGROUND CHECK REQUIRED

- (a) Prior to assuming a paid or volunteer position to work with pupils in a pupil activity program sponsored by a school district, all noncertificated candidates shall obtain an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing pursuant to subdivision (f) of Section 44258.7.
- (b) A pupil activity program sponsored by a school district includes, but is not limited to, scholastic programs, interscholastic programs, and extracurricular activities sponsored by a school district or school booster club, including, but not limited to, cheer team, drill team, dance team, and marching band.
- (c) Volunteer supervisors for breakfast, lunch, or other nutritional periods pursuant to Sections 44814 and 44815, and nonteaching volunteer aides, as defined in Section 35021, under the immediate supervision and direction of certificated personnel of the district, shall not be required to obtain an Activity Supervisor Clearance Certificate. For purposes of this section, a nonteaching volunteer aide includes a parent volunteering in a classroom or on a field trip or a community member providing noninstructional services.
- (d) Candidates may be issued a temporary certificate in accordance with Sections 44332 and 44332.5 while the application is being processed.

- (e) This section does not apply to a candidate who is required by the school district to clear a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning the paid or volunteer activities described in subdivision (a).

...

PENAL CODE § 667.5 -- ENHANCEMENT OF PRISON TERMS FOR NEW OFFENSES

...

- (c) For the purpose of this section, "violent felony" shall mean any of the following:
- (1) Murder or voluntary manslaughter.
  - (2) Mayhem.
  - (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
  - (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
  - (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
  - (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
  - (7) Any felony punishable by death or imprisonment in the state prison for life.
  - (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
  - (9) Any robbery.
  - (10) Arson, in violation of subdivision (a) or (b) of Section 451.
  - (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
  - (12) Attempted murder.
  - (13) A violation of Section 12308, 12309, or 12310.
  - (14) Kidnapping.
  - (15) Assault with the intent to commit a specified felony, in violation of Section 220.
  - (16) Continuous sexual abuse of a child, in violation of Section 288.5.
  - (17) Carjacking, as defined in subdivision (a) of Section 215.
  - (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
  - (19) Extortion, as defined in Section 518, which would constitute a felony violation of *Section 186.22 of the Penal Code*.
  - (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of *Section 186.22 of the Penal Code*.
  - (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
  - (22) Any violation of Section 12022.53.
  - (23) A violation of subdivision (b) or (c) of Section 11418. The Legislature finds and declares that these specified crimes merit special consideration when imposing a sentence to display society's condemnation for these extraordinary crimes of violence against the person.

...

PENAL CODE § 1192.7 -- LIMITATION OF PLEA BARGAINING

...

- (c) As used in this section, "serious felony" means any of the following: (1) Murder or voluntary manslaughter; (2) mayhem; (3) rape; (4) sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) lewd or lascivious act on a child under 14 years of age; (7) any felony punishable by death or imprisonment in the state prison for life; (8) any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) attempted murder; (10) assault with intent to commit rape or robbery; (11) assault with a deadly weapon or instrument on a peace officer; (12) assault by a life prisoner on a noninmate; (13) assault with a deadly weapon by an inmate; (14) arson; (15) exploding a destructive device or any explosive with intent to injure; (16) exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) exploding a destructive device or any explosive with intent to murder; (18) any burglary of the first degree; (19) robbery or bank robbery; (20) kidnapping; (21) holding of a hostage by a person confined in a state prison; (22) attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) any felony in which the defendant personally used a dangerous or deadly weapon; (24) selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of *Section 11055 of the Health and Safety Code*, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of *Section 11055* or subdivision (a) of *Section 11100 of the Health and Safety Code*; (25) any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of *Section 186.22*; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

...

# SITE SCHEDULE NO. 1

Contractor: City of Reedley

School District: Kings Canyon Unified School District

School Site and Address: T L Reed, 1400 N. Frankwood Ave., Reedley, CA 93654

Following is a breakdown of the Services that Contractor will provide at the above-stated School Site:

SERVICES TO BE PROVIDED (Describe dates and hours of services, types of services, and, if applicable, position/title and number of Contractor staff)											
ITEM NO.	QTY	DESCRIPTION	# Months	# Reg. Program Days	# Hours Per Day	# Early Release Days	# Hours Per day	Other Hours	Total HRS	SUBTOTAL	
1	1	Site Coordinator		137	4.25	41	5.75	109		20,394	
2	1	Assist. Site Coordinator		137	4.0	41	4.75	101		12,234	
3	1	Recreation Leader		137	4.0	41	4.75	101		11,391	
4	1	Recreation Leader (Kinder)		137	4.25	41	5.75	101		11,488	
5	2	Recreation Leaders		137	4.0	41	4.75	101		21,094	
6	2	Recreation Leaders		137	4.0	41	4.75	101		19,828	
7	2	Recreation Leaders		137	4.0	41	4.75	101		19,406	
8	4	Recreation Leaders		137	4.0	41	4.75	101		37,968	
9	1	Administrative Cost								34,217	
10	1	Professional Services								11,036	
11	1	Cell Phone								480	
12	1	Misc. purchases and presenters								2,000	
Site Contract Amount (sum of subtotal amounts):										\$201,536	

SCHOOL AUTHORIZED AGENT: The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Site Contract Amount, and all terms and conditions in this Site Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Site Schedule.

By:

Print Name: Nick McCallum

Title: Principal

Date: 5/26/17

By:

Print Name:

Title:

Date:

CONTRACTOR: Contractor hereby approves this Site Schedule as evidenced by the signature below.

By:

Print Name: Nicole Zieba

FCSS: FCSS hereby approves this Site Schedule as evidenced by the signature below.

By:



Title: \_\_\_\_\_  
Date: 6/15/17

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 7/19/17

**NOTE:** This Site Schedule must be signed by the School Authorized Agent, Contractor, and FCSS in order to be effective and valid.

# SITE SCHEDULE NO. 2

Contractor: City of Reedley

School District: Kings Canyon Unified School District

School Site and Address: T L Reed, 1400 N. Frankwood Ave., Reedley, CA 93654

Following is a breakdown of the Services that Contractor will provide at the above-stated School Site:

SERVICES TO BE PROVIDED									
ITEM NO.	QTY	DESCRIPTION	# Months	# Reg. Program Days	# Hours Per Day	# Early Release Days	# Hours Per day	Other Hours	SUBTOTAL
1	1	Site Coordinator Parent Nights		12	2.5				660
2	1	Recreation Leader, Parent Nights		12	2.5				360
3	1	Literacy Coordinator		6	15				1,980
4	1	Literacy Assistant		6	15				1,305
4	1	Literacy Leader		6	15				1,215
5	2	Literacy Leader		6	15				2,250
6	2	Literacy Leaders		6	15				2,114
7	2	Literacy Leaders		6	15				2,070
8		Administrative Services							2,000
		Payroll Taxes							1,196
Site Contract Amount (sum of subtotal amounts):									\$15,150

SCHOOL AUTHORIZED AGENT: The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Site Contract Amount, and all terms and conditions in this Site Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Site Schedule.

By: Nick McCollum  
 Print Name: Nick McCollum  
 Title: Principal  
 Date: 5/26/17

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

CONTRACTOR: Contractor hereby approves this Site Schedule as evidenced by the signature below.

By: Nicole Zieba  
 Print Name: Nicole Zieba  
 Title: City Manager  
 Date: 6/15/17

FCSS/FCSS hereby approves this Site Schedule as evidenced by the signature below

By: [Signature]  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**NOTE:** This Site Schedule must be signed by the School Authorized Agent, Contractor, and FCSS in order to be effective and valid.

Date: \_\_\_\_\_



**SITE SCHEDULE NO. 3**

Contractor: City of Reedley

School District: Kings Canyon Unified School District

School Site and Address: Washington, 1250 K St., Reedley, CA 93654

Following is a breakdown of the Services that Contractor will provide at the above-stated School Site:

SERVICES TO BE PROVIDED (Describe dates and hours of services, types of services, and, if applicable, position/title and number of Contractor staff)										
ITEM NO.	QTY	DESCRIPTION	# Months	# Reg. Program Days	# Hours Per Day	# Early Release Days	# Hours Per day	Other Hours	Total HRS	SUBTOTAL
1	1	Site Coordinator		137	5	41	5	100		19,057
2	1	Recreation Leader		137	3.75	41	4.75	64		10,815
3	1	Recreation Leader		137	3.75	41	4.75	64		8,884
4	3	Recreation Leader		137	3.75	41	4.75	64		26,073
5		Administrative Services								14,188
6		Misc. cell phone, presenters								1,360
Site Contract Amount (sum of subtotal amounts):										\$80,377

SCHOOL AUTHORIZED AGENT: The undersigned, being the authorized agent of School District and the School Site ("School Authorized Agent"), hereby approve the above-stated Services, Site Contract Amount, and all terms and conditions in this Site Schedule. If required by the separate contract between the School District and FCSS, two School Authorized School Agents must sign this Site Schedule.

By: Mary Stanley  
 Print Name: Mary Stanley  
 Title: Principal  
 Date: 5/31/17

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

CONTRACTOR: Contractor hereby approves this Site Schedule as evidenced by the signature below.

By: Nicole Zieba  
 Print Name: Nicole Zieba  
 Title: City Manager  
 Date: 6/15/17

FCSS: FCSS hereby approves this Site Schedule as evidenced by the signature below.

By: [Signature]  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## To Program Provider Agreement: FRESH After School Partnership Program

[illegible]

**Central San Joaquin Valley Risk Management Authority**  
**1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833**  
**916-244-1100 ~ csjvrmacerts@bickmore.net**

Liability Certificate of Coverage

Additional Covered Party

Certificate Number: 36522615

**Certificate Holder:** Fresno County Superintendent of Schools

1111 Van Ness  
Fresno, CA 93721

**Covered Party:** City of Reedley

**Description of Covered Activity:** As respects the City of Reedley to provide personnel for the after school programs at TL Reed & Washington; FCSS and the Fresno County Board of Education, and their officers, employees, agents, and volunteers are additional covered parties with regard to any negligent acts or omissions of the City of Reedley, its officers, officials, employees, and volunteers.

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<b>Memorandum of Coverage Number:</b> CSJVRMA 2017-GL	<b>Effective Date:</b> 7/1/2017	<b>Expiration Date:</b> 7/1/2018
<b>Limits:</b> \$1,000,000 (per occurrence)		
<b>The Following Coverage is in effect:</b> General and automobile liability as defined in the memorandum of coverage on file with the covered party named above.		

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Pursuant to the definition of Covered Party in the Liability Memorandum of Coverage, the certificate holder named above is an additional covered party for covered claims arising out of the covered activity stated above and is subject to the limits stated above.

This coverage shall be primary and non-contributory.

This is to certify that the coverage listed above has been issued to the Covered Party named above for the coverage period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage afforded as described herein is subject to all the terms, exclusions, and conditions of the Memorandum of Coverage of the CSJVRMA, which is available for your review upon request.

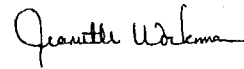
Coverage is in effect from 12:01 a.m. Pacific Time of effective date to 12:01 a.m. Pacific Time of expiration date as stated above and will not be canceled, limited, or allowed to expire except upon 30-day notice to the certificate holder.

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**Date Issued:** 6/30/2017

**Renewal:** Yes    **CARMA Certificate Issued:** No

**Authorized Representative Signature:**





## **REEDLEY CITY COUNCIL**

- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**

**ITEM NO:** \_\_\_\_\_

**DATE:** June 13, 2017

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE PROGRAM PROVIDER AGREEMENT FOR THE FRESH AFTERSCHOOL PARTNERSHIP PROGRAM (ASES) AT TL REED AND WASHINGTON SCHOOLS FOR THE 2017-18 SCHOOL YEAR

**PREPARED:** Sarah Reid, Community Services Superintendent

**SUBMITTED:** Joel Glick, Community Services Director

**APPROVED:** Nicole Zieba, City Manager

---

### **RECOMMENDATION**

To approve and authorize the City Manager to sign the Program Provider Agreement for the Fresno Afterschool Partnership Program (ASES) at TL Reed and Washington Schools for the 2017-18 School Year.

### **EXECUTIVE SUMMARY**

The City of Reedley provides services for the after school programs at TL Reed and Washington School sites. Services that the City provides include hiring, training and supervision of personnel, payroll, budget management, reimbursement billing, coordination with the school principals, and providing a cell phone at each school site. Staff would like to continue providing services for these two sites.

### **BACKGROUND**

For the past ten years the City has provided the services for the after school program. Because of this agreement, the Community Services Department has established a relationship on both campuses, outside of the after school programs. The agreement has allowed the Community Services Department the ability to employ 30 staff members to run the day to day operations.

### **FISCAL IMPACT**

The annual budget for 2017-18 for both school sites is \$297,063. This amount will be reflected in the City's budget as an expenditure with the equivalent offsetting revenue from Proposition 49 funding.

### **ATTACHMENTS**

Program Provider Agreement FRESH After School Partnership Program