



CITY CONTRACT NO.: _____
 APPROVED: _____

| | |
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| Name of Department/Site Submitting Contract: | Health Services/ASES |
| Name of Contact Person: | KATHY CASINO, DIRECTOR, PURCHASING |

AGREEMENT FOR CONSULTANT SERVICES/MASTER CONTRACT

This Agreement is made between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, ("DISTRICT") and **City of Chino** ("CONSULTANT")

(RECITALS)

WHEREAS, CONSULTANT is especially skilled, trained, experienced, and competent to render the services and advice described in Section I hereof; and

WHEREAS, DISTRICT requires the services described in Section 1 hereof and DISTRICT is unable to obtain them from existing personnel; and

NOW, THEREFORE, DISTRICT AND CONSULTANT mutually agree as follows:

1. Services to be Provided by CONSULTANT:

- a. CONSULTANT will render the services to DISTRICT that are described as:
staffing for grant funded after school programs.
- b. CONSULTANT will commence work under this Agreement on or about 7/1/2023 and will diligently prosecute the work thereafter. CONSULTANT will complete the work not later than 6/30/2024. Upon a showing of good and sufficient cause by CONSULTANT, DISTRICT may, in its sole discretion, grant such extension of time as it may deem advisable. However, DISTRICT shall not pay CONSULTANT any additional compensation if such an extension is granted, unless CONSULTANT performs additional services, the compensation for which shall be determined by the DISTRICT and CONSULTANT in writing.
- c. CONSULTANT will perform said services in his or her own way and as an independent contractor in the pursuit of his or her independent calling and not as an employee of DISTRICT. He or she shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

CONSULTANT'S Representations:

CONSULTANT represents that he or she has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement; and CONSULTANT understands the DISTRICT has relied upon the representations of CONSULTANT that he or she has the skills, experience, and knowledge to perform the services required by this Agreement in a competent manner. CONSULTANT understands the scope of the services required to be performed under this Agreement. CONSULTANT warrants that he or she will faithfully and diligently perform the services hereunder.

CONSULTANT shall employ, as a minimum, generally accepted standards of practices employed by persons engaged in providing similar services in existence at the time of the performance of the obligations hereunder.

3. Compensation to CONSULTANT:

- a. Consultant will provide services for the amount of: **\$1,276,209.00.**
- b. No additional compensation will be granted unless agreed to in writing by DISTRICT.
- c. Funding Source: **ASES Grant**
- d. DISTRICT will not withhold Federal or State income tax deductions from payments made to CONSULTANT under this Agreement but will provide CONSULTANT with a statement of earnings at the conclusion of each calendar year.
- e. For services rendered, the CONSULTANT must submit to the DISTRICT a detailed request for payment with an itemized invoice, describing services provide, with the signature of site principal or manager, noting work or service was completed.

4. Duration of Agreement:

The term of this Agreement shall commence on 7/1/2023 and terminate on 6/30/2024.

Subject to terms and conditions stated in #10.

5. DISTRICT to Provide Information:

DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary to the performance of CONSULTANT'S work under this Agreement.

6. Ownership of Materials:

Any and all documents, or materials prepared or caused to be prepared by CONSULTANT pursuant to this Agreement shall be the joint property of the DISTRICT and CONSULTANT upon payment by the DISTRICT. All said documents and materials shall be delivered to and become the joint property of the DISTRICT and CONSULTANT.

7. General Provisions:

- a. CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to such work. CONSULTANT shall provide workers' compensation insurance or self-insure for his or her services. Evidence of insurance (General Liability, Professional Liability, Auto and Workers' Comp) shall be provided to DISTRICT upon execution of this Agreement.
- b. If CONSULTANT is an individual, for services rendered, he or she must submit to the DISTRICT a completed IRS W9 form that must include CONSULTANT'S signature, social security number or tax identification number; and state whether or not CONSULTANT is a retired member of the State Teachers Retirement System of the State of California.
- c. This Agreement may be amended by the mutual written consent of the parties.

8. Assignment:

This Agreement may not be assigned without the written consent of the DISTRICT.

9. Indemnification:

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code., each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by a negligent or wrongful act of omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and hold harmless the other Party of any loss, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The parties agree to indemnify, defend, and hold harmless each other against any and all liability, expense and claims arising from their respective negligent or wrongful acts and omissions. The provisions of the Section shall survive the termination of this Agreement.

10. Termination:

- a. If DISTRICT determines, in its sole discretion, that CONSULTANT'S services have been or become unsatisfactory, DISTRICT may terminate this Agreement and the CONSULTANT'S services hereunder. Further, DISTRICT may suspend the performance of the work under this Agreement for a fixed or indefinite period.
- b. As an alternative to a unilateral termination under subsection (a) thereof, the DISTRICT may issue to CONSULTANT a written notice of any deficiency or delay in the performances or the services hereunder. In that event, CONSULTANT shall cure any such deficiency within the period specified in said notice. If CONSULTANT fails to cure the deficiency within the specified period, DISTRICT may terminate this Agreement.
- c. If the CONSULTANT terminates this Agreement for unsatisfactory performance, the DISTRICT shall only pay CONSULTANT for those services satisfactorily rendered through

the termination date as determined by the DISTRICT, in its sole discretion. If the DISTRICT suspends the performance of CONSULTANT services under this Agreement, the DISTRICT shall only pay CONSULTANT for those services satisfactorily rendered through the suspension date by the CONSULTANT as determined by the DISTRICT, in its sole discretion.

- d. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

11. Counterparts:

This agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

12. Severability:

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portion of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprived either party of the basic benefit of their bargain or renders this Agreement meaningless.

13. Notice:

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the DISTRICT, to the Purchasing Director, Chino Valley Unified School District , 5130 Riverside Drive, Chino, CA 91710 and in the case of the CONSULTANT to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated by the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

[SIGNATURES ON THE FOLLOWING PAGE]

In WITNESS WHEREOF, the parties have executed this Agreement in Chino, California on the day and year as follows:

Chino Valley Unified School District

City of Chino
13220 Central Ave.
Chino, CA 91710

Ph: 909-334-3487
Email: dmonarez@cityofchino.org

Kathy Casino
Kathy Casino
Purchasing Director

Date: July 17, 2023

Attest:

Authorized Signature
Silvia Avalos, Director of Community
Services, Parks & Recreation

Print Name / Title

By: _____
Natalie Gonzaga, City Clerk

Date

Date: _____

Approved as to Form:
ALESHIRE & WYNTER, LLP

Authorized Signature

Dr. Linda Reich, City Manager

Print Name / Title

By: _____
Fred Galante, City Attorney

Date

Date: _____

Board Approved: 6/15/2023

NOTICE

Purchase orders are required for all purchases/services. CVUSD desires to pay all invoices promptly, however, services cannot be rendered, and invoices cannot be paid until vendor signs and returns this contract. Failure to sign and return this contract before providing services may result in non-payment for said services.

CVUSD and school site ASB/USB's payment terms are NET 30.

Agreement for Contractor/Consultant Services Scope of Work for City of Chino

| | |
|--------------------------|--|
| Program Name/ Department | ELOP/ASES-After School Program/Health Services |
| Timeline | July 1, 2023, thru June 30, 2024 |
| Contracting Service(s) | Grant Funded After School Programs |
| Total Project Amount | \$ 1,276,209.00 |

The City of Chino will:

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| 1. | <p>The City of Chino will provide a Community Services Coordinator (Coordinator) who will be responsible for daily onsite supervision of subcontracted staff. The Coordinator will use a systematic process for training and supervising Community Services staff assigned as Counselor II, Specialist, and Leaders to the After School Programs. The Coordinator will collaborate with the District ASES Grant Manager (ASM) to provide monthly training, for Community Services Specialists and Leaders as well as monthly planning meetings with Specialists. Training will be developed to train staff to use intrinsic qualities; orient staff to After School Program goals and grant assurances; assimilate staff to working within the school environment and prepare staff for the potential challenges that may be encountered.</p> <p>Participate in the design and review of program surveys for the staff, students, and parents. Assist in the distribution of the results and development of program improvement plans as needed.</p> |
| 2. | <p>The City of Chino will recruit and employ Community Services Specialists to provide services to students at After School sites. Community Services Specialists will work under the direct supervision of the Coordinator. See attachment for specific roles and responsibilities. Community Services Specialists must fulfill health and fingerprint clearance requirements, pass the District Instructional Aide Test, obtain CPR certification, and obtain an Activity Supervisor Clearance Certificate within the first six months of employment.</p> <p>The Community Service Specialists will complete the Chino Valley Unified School District (CVUSD) Medication Administration annual training led by a Credentialed School Nurse to include clearance to receive, administer, and log medication. The Specialists will be required to receive and store medication in a locked cabinet/container. The Specialist will follow up with CVUSD Nurses upon the receipt of any medication to confirm the proper documentation is present prior to administering any medication. A CVUSD Nurse will meet with Specialists to go over individualized care plans. The care plans will include any necessary medication and will be in place before the student begins the program. The Specialists will assist with portioning out the proper dosage of medication and logging out the date and time it was administered in the designated log. Administration can include assistance with medication tablets, capsules, inhalers, Epi Pens, ointments, and eye/ear drops as needed.</p> |
| 3. | <p>The Community Services Specialist will be responsible for the planning and programming of the After School program to ensure the inclusion of an educational and literacy component designed to provide tutoring and/or homework assistance in the following core content subject areas: language arts, mathematics, history, science, and computer training. After School will include an educational enrichment component such as fine arts, recreation, physical fitness, and prevention activities organized by the Specialist. Specialists will implement "hands on" interactive student activities, plan monthly activity calendars, and lesson plans. After School</p> |

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| | <p>activities will focus on “disguised” learning in exciting, hands-on experiences. After School components may include, but not be limited to the following:</p> <ul style="list-style-type: none"> ➤ Nutrition and health enrichment activities that include hands-on food preparation and nutrition lessons. ➤ Computer lab time to strengthen computer skills. ➤ SPARK recreation activities. ➤ Arts and Crafts to develop motor skills and creativity. ➤ A daily reading component. ➤ Academic games such as spelling bees, jeopardy, and quizzes. ➤ Participation in planting and caring for a garden, if available, at the After School site. ➤ Positive reinforcement techniques to strengthen character development. |
| 3. | <p>The City of Chino will recruit and employ Community Services Leaders to provide services to students at After School sites. Community Services Leaders will work under the direct supervision of the Community Services Specialists and the Coordinator. See attachment for specific roles and responsibilities. Community Services Leaders must fulfill health and fingerprint clearance requirements, attend the CVUSD Nurse training, pass the District Instructional Aide Test, obtain CPR certification, and obtain an Activity Supervisor Clearance Certificate before working in After School programs.</p> |
| 4. | <p><u>Responsibilities of All ASES Community Services Staff</u> All staff members will be responsible for the following:</p> <ol style="list-style-type: none"> 1. Maintain a minimum availability of four of five program days, regularly. 2. Sign in at the school each day when they arrive. 3. Maintain daily notes to track successes and progress of the program, and students, and provide attendance reports. Include ASM, Coordinator, and/or Community Services Counselor II in all communications related to serious behavior problems. A behavior plan meeting will be held before expulsion based on behavior, to include parents, City Specialist, ASM, Coordinator, Principal, and/or Community Services Counselor II. 4. For attendance, ensure that the early release policy is followed by ensuring that any sign-out before 6:00 p.m. is indicated with an early release reason. 5. Maintain a clean, orderly, and welcoming After School environment each day. 6. Collaborate with other After School Community Services Specialists to develop monthly calendars and daily lesson plans. Community Services Specialists will assist Leaders to develop daily lesson plans of activities. 7. Participate in state and district evaluation process on biannual basis. 8. Attend local, regional, and/or state trainings and conferences for professional development as scheduled. 9. Participate in program planning through a collaborative process with parents, youth, and representatives of school sites, government agencies, local law enforcement and community organizations. Plan a site event for “Lights On After School” in October and an event for the end of the year parent involvement night. 10. Provide supplies and a nutrition lesson each week on early release day at each site. Staff will be responsible for developing the lesson plan and leading students in hands on nutrition learning. |
| 5. | <p>The City of Chino will recruit and employ a Community Services Counselor II to provide onsite consultation and resource support on student behavior to After School program staffs. See attachment for specific roles and responsibilities. Community Services Counselor II will assist with an observation of student behavior, attend parent meetings on behavior issues, participate in the development of behavior action plans, and will provide guidance to After</p> |

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| | School staff for managing ongoing student behavior, including staff training. Community Services Counselor II will collaborate with CVUSD Behavioral Health Center staff for significant behavioral health concerns. |
| 6. | The City of Chino will recruit and employ a Community Services Counselor III to provide clinical supervision as a resource support for the Community Services Counselor II. |
| 7. | The City of Chino will provide staff for Transitional Kindergarten (TK) through Junior High from conclusion of school until 6:00 p.m. at the following sites: Anna Borba, Cortez, Dickson, Marshall, Walnut, and Ramona Junior High. |
| 8. | CVUSD will provide a minimum of three (3) classrooms or appropriate equivalent space for programming. CVUSD will provide nutritional services lunch and snacks to all participants during their time in the program year-round. CVUSD will provide daily custodial services and emergency custodial assistance if required. |

Projected Numbers:

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| 1. | Approximately 600 children will receive After School after school homework assistance and enrichment services from City of Chino Community Services staff in 2023-2024. |
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Additional Notes:

The City of Chino will commence contract services to After School Program beginning July 1, 2023 and ending June 30, 2024. After School will operate on any school day that students attend, and instruction takes place. After School will begin immediately upon the end of the regular school day and will operate until 6:00 p.m. A daily student-to-staff ratio of no more than 20:1 and 10:1 for TK and Kindergarten participants will be provided at all times. The student-to-staff ratio will be monitored and adjusted in collaboration with the Coordinator and CVUSD ASM.

Staff, training, onsite behavioral consultation by Counselor II, and onsite Coordinator supervision for After School programs will be provided at Cortez, Anna Borba, Dickson, Marshall, Walnut, and RAAP at Ramona Jr. High.

Community Services Coordinator rate not to exceed \$40.24/hr.

Community Services Specialist rate not to exceed \$30.26/hr.

Community Services Leader rate not to exceed \$23.97/hr.

Community Services Counselor II rate not to exceed \$36.58/hr.

Community Services Counselor III rate not to exceed \$78.84/hr.

Budget: Salaries/Personnel – July 2023 to June 2024

| Position Title | Description of Services to be provided | Rate Not To Exceed | Total Cost Not to Exceed |
|-------------------------|---|--------------------|--------------------------|
| Coordinator | Working with all ELOP/ASES programs and staff. | \$ 40.24 | \$ 80,862.21 |
| Full-Time Specialist | Oversee daily programs at Anna Borba, Cortez, Dickson, Marshall, and Walnut. Hours include site, prep, and training time for the entire year. | \$ 30.26 | \$ 408,025.80 |
| Part-Time Specialist | Oversee daily programs at After School Sites and cover as need. Hours include site, prep, and training time for the entire year. | \$ 30.26 | \$163,850.15 |
| Leader | Working daily operations at all After School Sites program, keeping ratio at 20:1 and 10:1 for TK and Kindergarten includes training hours for the entire year. | \$ 23.97 | \$589,112.54 |
| Counselor II | Consulting with staff & parents at program sites Re: student behavior/needs. | \$ 36.58 | \$ 9,218.16 |
| Counselor III | Oversee caseload of Counselor II and provide support. | \$ 75.81 | \$ 2,838.24 |
| Staffing Not to Exceed: | | | \$ 1,253,907.10 |

Budget: Services and Supplies – July 2023 to June 2024

| Item(s) | Description of Items | Cost Not To Exceed |
|------------------------------------|---|---------------------|
| Supplies | Instructional supplies for all 9 sites. | \$ 4,000.00 |
| Cell Phones | Phone service at \$45.99 per month x 10 months x 4 phones and \$49.99 per month x 10 months x 2 phones. | \$ 2,839.40 |
| Mileage | Reimbursement, as necessary. | \$ 900.00 |
| Credentialing | California Teacher Credentialing registration costs. \$102.50 per employee x 25 new employees (estimate). | \$ 2,562.50 |
| Field Trip | RAAP educational field trip. | \$ 2,000.00 |
| Training | Outside training/contractors. | \$ 4,000.00 |
| Uniform | Staff uniform (shirts and/or jackets). | \$ 6,000.00 |
| Services & Supplies Not to Exceed: | | \$ 22,301.90 |

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|---|------------------------|
| Salaries/Personnel | \$ 1,253,907.10 |
| Services and Supplies | \$ 22,301.90 |
| Total Program Cost Not to Exceed | \$ 1,276,209.00 |



CITY CONTRACT NO.: _____

APPROVED: _____

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| Name of Department/Site Submitting Contract: | Health Services |
| Name of Contact Person: | KATHY CASINO, DIRECTOR, PURCHASING |

AGREEMENT FOR CONSULTANT SERVICES/MASTER CONTRACT

This Agreement is made between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, ("DISTRICT") and **City of Chino** ("CONSULTANT")

(RECITALS)

WHEREAS, CONSULTANT is especially skilled, trained, experienced, and competent to render the services and advice described in Section I hereof; and

WHEREAS, DISTRICT requires the services described in Section 1 hereof and DISTRICT is unable to obtain them from existing personnel; and

NOW, THEREFORE, DISTRICT AND CONSULTANT mutually agree as follows:

1. Services to be Provided by CONSULTANT:

- a. CONSULTANT will render the services to DISTRICT that are described as:
[Nurturing Families classes and case management support for children and families.](#)
- b. CONSULTANT will commence work under this Agreement on or about 7/1/2023 and will diligently prosecute the work thereafter. CONSULTANT will complete the work not later than 6/30/2024. Upon a showing of good and sufficient cause by CONSULTANT, DISTRICT may, in its sole discretion, grant such extension of time as it may deem advisable. However, DISTRICT shall not pay CONSULTANT any additional compensation if such an extension is granted, unless CONSULTANT performs additional services, the compensation for which shall be determined by the DISTRICT and CONSULTANT in writing.
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CONSULTANT'S Representations:

CONSULTANT represents that he or she has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement; and CONSULTANT understands the DISTRICT has relied upon the representations of CONSULTANT that he or she has the skills, experience, and knowledge to perform the services required by this Agreement in a competent manner. CONSULTANT understands the scope of the services required to be performed under this Agreement. CONSULTANT warrants that he or she will faithfully and diligently perform the services hereunder.

CONSULTANT shall employ, as a minimum, generally accepted standards of practices employed by persons engaged in providing similar services in existence at the time of the performance of the obligations hereunder.

3. Compensation to CONSULTANT:

- a. Consultant will provide services for the amount of: \$81,000.00
- b. No additional compensation will be granted unless agreed to in writing by DISTRICT.
- c. Funding Source: First 5 SB
- d. DISTRICT will not withhold Federal or State income tax deductions from payments made to CONSULTANT under this Agreement but will provide CONSULTANT with a statement of earnings at the conclusion of each calendar year.
- e. For services rendered, the CONSULTANT must submit to the DISTRICT a detailed request for payment with an itemized invoice, describing services provide, with the signature of site principal or manager, noting work or service was completed.

4. Duration of Agreement:

The term of this Agreement shall commence on 7/1/2023 and terminate on 6/30/2024.

Subject to terms and conditions stated in #10.

5. DISTRICT to Provide Information:

DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary to the performance of CONSULTANT'S work under this Agreement.

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- a. CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to such work. CONSULTANT shall provide workers' compensation insurance or self-insure for his or her services. Evidence of insurance (General Liability, Professional Liability, Auto and Workers' Comp) shall be provided to DISTRICT upon execution of this Agreement.
- b. If CONSULTANT is an individual, for services rendered, he or she must submit to the DISTRICT a completed IRS W9 form that must include CONSULTANT'S signature, social security number or tax identification number; and state whether or not CONSULTANT is a retired member of the State Teachers Retirement System of the State of California.
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- b. As an alternative to a unilateral termination under subsection (a) thereof, the DISTRICT may issue to CONSULTANT a written notice of any deficiency or delay in the performances or the services hereunder. In that event, CONSULTANT shall cure any such deficiency within the period specified in said notice. If CONSULTANT fails to cure the deficiency within the specified period, DISTRICT may terminate this Agreement.
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the termination date as determined by the DISTRICT, in its sole discretion. If the DISTRICT suspends the performance of CONSULTANT services under this Agreement, the DISTRICT shall only pay CONSULTANT for those services satisfactorily rendered through the suspension date by the CONSULTANT as determined by the DISTRICT, in its sole discretion.

- d. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

11. Counterparts:

This agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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[SIGNATURES ON THE FOLLOWING PAGE]

In WITNESS WHEREOF, the parties have executed this Agreement in Chino, California on the day and year as follows:

Chino Valley Unified School District

City of Chino
13220 Central Ave.
Chino, CA 91710

Kathy Casino

Ph: 909-334-3487
Email: dmonarrez@cityofchino.org

Kathy Casino
Purchasing Director

Date: Aug 21, 2023

Attest:

Authorized Signature
Silvia Avalos, Director of Community
Services, Parks & Recreation

Print Name / Title

By: _____
Natalie Gonzaga, City Clerk

Date

Date: _____

Approved as to Form:
ALESIRE & WYNDER, LLP

Authorized Signature

Dr. Linda Reich, City Manager

Print Name / Title

By: _____
Fred Galante, City Attorney

Date: _____

Date

Board Approved: 8/17/2023

NOTICE

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CVUSD and school site ASB/USB's payment terms are NET 30.

Agreement for Contractor/Consultant Services Scope of Work for City of Chino

| | |
|--------------------------|--|
| Program Name/ Department | TYKES Nurturing Families/Health Services |
| Timeline | July 1, 2023 – June 30, 2024 |
| Contracting Service(s) | Parenting Education/Case Management |
| Total Project Amount | \$ 81,000 |

Scope of Work is subject to change as conditions and budget require. Changes will be made and submitted for approval.

The City of Chino will:

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| 1. | Provide two part-time fluent bilingual (Spanish-speaking) Case Managers I and II to conduct Nurturing Families Program (NFP) sessions remotely or at the HOPE Family Resource Center (hub), school-based resource centers, and City facilities. Additionally, two-three leaders will be hired to provide childcare for parents attending site-based 16-week course. A Community Services Coordinator will provide oversight to City staff. |
| 2. | Support the program's goals to successfully serve 65 unduplicated clients through parent education and case management throughout the program year 2023/24 in alignment with First 5 San Bernardino's Strategic Goals and Outcomes. |
| 3. | Plan and conduct outreach to support families with children 0-5 within the Chino Valley. Staff will submit quarterly, and annual reports as required. |
| 4. | Ensure Parent Facilitators (Case Managers) attend county and program training as needed/required. Childcare staff will work under the supervision of the Child Development Specialist/Instructional Aide. |
| 5. | Ensure Supervisor meets with District program staff on a quarterly basis |
| 6. | Ensure staff is trained, certified in NFP curriculum, and up to date regarding available community-based resources, including but not limited to food certificates/food bank, emergency supplies, and clothing banks, rental assistance, domestic violence support, childcare resources, and other related support services. |

Projected Numbers:

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| 1. | Parenting sessions and case management services to be provided for 65 parents/caregivers/families throughout the year. |
| 2. | Child enrichment services to be provided for 50-70 children throughout the program year. |

Additional notes:

Funding for the Nurturing Family TYKES contract is based on reimbursement from First 5 San Bernardino; as such, the City of Chino will submit monthly invoices to CVUSD no later than the 10th of each subsequent month.

CVUSD will only reimburse for hours worked specifically toward the Chino Valley TYKES Parenting Program's Scope of Work.

Unspent Case Management funds can be used toward Services & Supplies.
 Unspent Services & Supplies funds can be moved to Case Manager line item.

Budget: Salary/Personnel

| | Title | Description of Services to be Provided | rate not to exceed | hrs per wk | # of wks | # of staff | Total |
|---|-----------------------------|--|--------------------|------------|----------|------------|-----------|
| 1 | Case Manager II | Will facilitate parenting classes and provide case management to program families; will oversee data collection/reporting; assess needs of families and children, assist in locating/obtaining resources, provide follow-up, monitor, & evaluate progress. | \$36.58 | 30-38 | 45-50 | 1-2 | \$66,000 |
| 2 | Case Manager I | Will facilitate parenting classes and provide case management to program families; assess needs of families and children, assist in locating/obtaining resources, provide follow-up, monitor, & evaluate progress. | \$32.79 | 15-20 | 32-34 | 1 | \$10,000 |
| 3 | Leader(s) and/or Specialist | Will assist child development teacher and aide with childcare/enrichment at various school/service sites. | \$23.97-\$30.26 | 3-8 | 16 | 1-4 | \$4,000 |
| | | Standard benefits (22%) included | | | | | |
| | | | | | | | \$ 80,000 |

Services & Supplies

| | | | |
|---|---------------------|--|---------|
| 1 | Operating Equipment | Program supplies, snacks, light meals, and books, for parenting and child enrichment classes | \$1,000 |
| 2 | Mileage | Site visits, training, home visits, etc. | \$0 |
| 3 | Printing/Binding | City-issued business cards | \$0 |
| 4 | Training/Meetings | Children's Network, Strategies, and other appropriate training | \$0 |
| | | | \$1,000 |

| | |
|---------------------------------|------------------|
| Budget Salaries | \$ 80,000 |
| Budget Services/Supplies | \$ 1,000 |
| Project Total | \$ 81,000 |



CITY CONTRACT NO.: _____

APPROVED: _____

| | |
|--|------------------------------------|
| Name of Department/Site Submitting Contract: | Health Services |
| Name of Contact Person: | KATHY CASINO, DIRECTOR, PURCHASING |

AGREEMENT FOR CONSULTANT SERVICES/MASTER CONTRACT

This Agreement is made between the CHINO VALLEY UNIFIED SCHOOL DISTRICT, ("DISTRICT") and **City of Chino** ("CONSULTANT")

(RECITALS)

WHEREAS, CONSULTANT is especially skilled, trained, experienced, and competent to render the services and advice described in Section I hereof; and

WHEREAS, DISTRICT requires the services described in Section 1 hereof and DISTRICT is unable to obtain them from existing personnel; and

NOW, THEREFORE, DISTRICT AND CONSULTANT mutually agree as follows:

1. Services to be Provided by CONSULTANT:

- a. CONSULTANT will render the services to DISTRICT that are described as:

[Homeless Innovative Program \(HIP\) outreach and dissemination of the HIP toolkit, team travel for conferences and training.](#)

- b. CONSULTANT will commence work under this Agreement on or about 7/1/2023 and will diligently prosecute the work thereafter. CONSULTANT will complete the work not later than 6/30/2024. Upon a showing of good and sufficient cause by CONSULTANT, DISTRICT may, in its sole discretion, grant such extension of time as it may deem advisable. However, DISTRICT shall not pay CONSULTANT any additional compensation if such an extension is granted, unless CONSULTANT performs additional services, the compensation for which shall be determined by the DISTRICT and CONSULTANT in writing.
- c. CONSULTANT will perform said services in his or her own way and as an independent contractor in the pursuit of his or her independent calling and not as an employee of DISTRICT. He or she shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

CONSULTANT'S Representations:

CONSULTANT represents that he or she has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement; and CONSULTANT understands the DISTRICT has relied upon the representations of CONSULTANT that he or she has the skills, experience, and knowledge to perform the services required by this Agreement in a competent manner. CONSULTANT understands the scope of the services required to be performed under this Agreement. CONSULTANT warrants that he or she will faithfully and diligently perform the services hereunder.

CONSULTANT shall employ, as a minimum, generally accepted standards of practices employed by persons engaged in providing similar services in existence at the time of the performance of the obligations hereunder.

3. Compensation to CONSULTANT:

- a. Consultant will provide services for the amount of: \$25,000.00
- b. No additional compensation will be granted unless agreed to in writing by DISTRICT.
- c. Funding Source: CDE Grant
- d. DISTRICT will not withhold Federal or State income tax deductions from payments made to CONSULTANT under this Agreement but will provide CONSULTANT with a statement of earnings at the conclusion of each calendar year.
- e. For services rendered, the CONSULTANT must submit to the DISTRICT a detailed request for payment with an itemized invoice, describing services provide, with the signature of site principal or manager, noting work or service was completed.

4. Duration of Agreement:

The term of this Agreement shall commence on 7/1/2023 and terminate on 6/30/2024.

Subject to terms and conditions stated in #10.

5. DISTRICT to Provide Information:

DISTRICT will prepare and furnish to CONSULTANT upon his or her request such information as is reasonably necessary to the performance of CONSULTANT'S work under this Agreement.

6. Ownership of Materials:

Any and all documents, or materials prepared or caused to be prepared by CONSULTANT pursuant to this Agreement shall be the joint property of the DISTRICT and CONSULTANT upon payment by the DISTRICT. All said documents and materials shall be delivered to and become the joint property of the DISTRICT and CONSULTANT.

7. General Provisions:

- a. CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to such work. CONSULTANT shall provide workers' compensation insurance or self-insure for his or her services. Evidence of insurance (General Liability, Professional Liability, Auto and Workers' Comp) shall be provided to DISTRICT upon execution of this Agreement.
- b. If CONSULTANT is an individual, for services rendered, he or she must submit to the DISTRICT a completed IRS W9 form that must include CONSULTANT'S signature, social security number or tax identification number; and state whether or not CONSULTANT is a retired member of the State Teachers Retirement System of the State of California.
- c. This Agreement may be amended by the mutual written consent of the parties.

8. Assignment:

This Agreement may not be assigned without the written consent of the DISTRICT.

9. Indemnification:

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code., each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by a negligent or wrongful act of omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and hold harmless the other Party of any loss, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The parties agree to indemnify, defend, and hold harmless each other against any and all liability, expense and claims arising from their respective negligent or wrongful acts and omissions. The provisions of the Section shall survive the termination of this Agreement.

10. Termination:

- a. If DISTRICT determines, in its sole discretion, that CONSULTANT'S services have been or become unsatisfactory, DISTRICT may terminate this Agreement and the CONSULTANT'S services hereunder. Further, DISTRICT may suspend the performance of the work under this Agreement for a fixed or indefinite period.
- b. As an alternative to a unilateral termination under subsection (a) thereof, the DISTRICT may issue to CONSULTANT a written notice of any deficiency or delay in the performances or the services hereunder. In that event, CONSULTANT shall cure any such deficiency within the period specified in said notice. If CONSULTANT fails to cure the deficiency within the specified period, DISTRICT may terminate this Agreement.
- c. If the CONSULTANT terminates this Agreement for unsatisfactory performance, the DISTRICT shall only pay CONSULTANT for those services satisfactorily rendered through

the termination date as determined by the DISTRICT, in its sole discretion. If the DISTRICT suspends the performance of CONSULTANT services under this Agreement, the DISTRICT shall only pay CONSULTANT for those services satisfactorily rendered through the suspension date by the CONSULTANT as determined by the DISTRICT, in its sole discretion.

- d. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

11. Counterparts:

This agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

12. Severability:

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portion of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprived either party of the basic benefit of their bargain or renders this Agreement meaningless.

13. Notice:

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the DISTRICT, to the Purchasing Director, Chino Valley Unified School District , 5130 Riverside Drive, Chino, CA 91710 and in the case of the CONSULTANT to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated by the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

[SIGNATURES ON THE FOLLOWING PAGE]

In WITNESS WHEREOF, the parties have executed this Agreement in Chino, California on the day and year as follows:

Chino Valley Unified School District

City of Chino
13220 Central Ave
Chino, CA 91710

Kathy Casino

Ph: 909-334-3487
Email: dmonarrez@cityofchino.org

Kathy Casino
Purchasing Director

Date: Aug 21, 2023

Attest:

Authorized Signature
Silvia Avalos, Director of Community
Services, Parks & Recreation

Print Name / Title

By: _____
Natalie Gonzaga, City Clerk

Date

Date: _____

Approved as to Form:
ALESIRE & WYNDER, LLP

Authorized Signature

Dr. Linda Reich, City Manager

Print Name / Title

By: _____
Fred Galante, City Attorney

Date: _____

Date

Board Approved: 8/17/2023

NOTICE

Purchase orders are required for all purchases/services. CVUSD desires to pay all invoices promptly, however, services cannot be rendered, and invoices cannot be paid until vendor signs and returns this contract. Failure to sign and return this contract before providing services may result in non-payment for said services.

CVUSD and school site ASB/USB's payment terms are NET 30.

Agreement for Contractor/Consultant Services Scope of Work for City of Chino

| | |
|--------------------------|---|
| Program Name/ Department | HIP or Homeless Innovative Program |
| Timeline | July 1, 2023 – June 30, 2024 |
| Contracting Service(s) | Outreach, Operational Expenses & Training |
| Total Project Amount | \$ 25,000 |

Scope of Work is subject to change as conditions and budget require. Changes will be made and submitted for approval.

The City of Chino will:

| | |
|----|--|
| 1. | Provide opportunities for outreach and the promotion of the HIP Toolkit among other LEAs, local municipalities, community families, and partners. |
| 2. | Provide Outreach Specialist or Leader to attend City & community events. Collect and update existing community resources in support of the HIP Toolkit. Community Services Coordinator will provide oversight to City staff. |

Projected Numbers:

| | |
|----|--|
| 1. | Participate in 25 to 40 community and/or school events to promote HIP; will provide a calendar of events to district staff each quarter. |
|----|--|

Additional notes:

Unspent Case Management funds can be used toward Services & Supplies.

Unspent Services & Supplies funds can be moved to Case Manager line item.

Budget: Salary/Personnel

| | Title | Description of Services to be Provided | Rate not to exceed | hrs per wk | # of wks | # of staff | Total |
|---|----------------------|--|--------------------|------------|----------|------------|----------|
| 1 | Specialist or Leader | Community Outreach Standard benefits (22%) included | \$30.26 | 10 | 40 | 1-2 | \$13,000 |
| | | | | | | | |

Services & Supplies

| | | | |
|---|---------------------|--|----------|
| 1 | Operating Equipment | Program supplies, snacks, light meals, and books, for parenting and child enrichment classes | \$1,000 |
| 2 | Training/Meetings | Travel to NAEHCY and state conferences as part of the HIP team | \$11,000 |
| | | | \$12,000 |

| | |
|---------------------------------|------------------|
| Budget Salaries | \$ 13,000 |
| Budget Services/Supplies | \$ 12,000 |
| Project Total | \$ 25,000 |

**City of Chino FY 2023-24
Vendor Fee Schedule
EXHIBIT "B"**

| Title | 2023-24 NTE Hourly Rate |
|--------------------------------|----------------------------|
| | |
| Community Services Supervisor | \$52.00 |
| Community Services Coordinator | \$40.24 |
| Counselor II | \$36.58 |
| Counselor III | \$78.84 |
| Case Manager I | \$32.79 |
| Case Manager II | \$36.58 |
| Community Services Leader | \$23.97 |
| Community Services Specialist | \$30.26 |