

INDEPENDENT CONSULTANT AGREEMENT FOR SERVICES REQ # Manual
(Extended Learning Program)

This Independent Consultant Agreement for Services ("Agreement") is made and entered into as of 06/16/2025, by and between the Redwood City School District ("District") and Redwood City, PAL ("Consultant"), (together, "Parties").

The District is in need of Consultant's services and/or advice, and Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, in consideration for the agreements provided below and for other good and valuable consideration, the receipt and adequacy which are hereby acknowledged, the Parties agree as follows:

AGREEMENT TERMS

1. **Services.** Consultant shall provide only the services as described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on 08/11/2025 and will diligently perform as required and complete performance by 06/30/2026 unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is executed by both Parties, and approved or ratified by the District's Board of Trustees. Any Services performed by Consultant in advance of Board approval or ratification will be provided at the Consultant's risk.
4. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification – Exhibit C
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification – Exhibit D
<u> </u>	Tuberculosis Certification (for classified/certificated employees under contract) – Exhibit E
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

5. **Compensation.** District agrees to pay Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed one million eighty-three thousand five hundred Dollars (\$ 1,083,500.00). District shall pay Consultant according to the terms and conditions included at **Exhibit B**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District except as set forth in **Exhibit B**. Any payment terms in **Exhibit B** which are not consistent with this Agreement shall be null and void, and the terms of this Section and/or Agreement shall control.
6. **Materials.** Unless otherwise agreed to by the Parties pursuant to a separate agreement, Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Consultant or Consultant's agents, personnel, employee(s), and/or subcontractor(s), even if such equipment is furnished, rented or loaned to Consultant by the District.
7. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant understands it is asked to retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant represents and warrants that: (i) Consultant is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) Consultant's Services are outside the usual course of District's business; and (iii) Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

9. **Performance of Services.**

- 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 9.2. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement. By signing this Agreement, Consultant represents and warrants that Consultant and all Consultant's employees or agents have obtained and completed all certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services.
- 9.3. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.4. **Meetings.** If desired and agreed upon, Consultant and District may participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **District Approval.** The Services provided herein must meet the approval of District. District may evaluate Consultant in any way District is entitled pursuant to applicable law, including, without limitation, announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).
10. **Originality of Services.** If relevant and to the extent applicable to the Services, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Work Product.** If relevant and to the extent applicable to the Services, Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.
12. **Curriculum.** If relevant and to the extent applicable to the Services, all original curricular materials provided in conjunction with Consultant's Services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.
13. **Termination.**
- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner. The Parties may decide to agree upon a mutual

termination date if immediate stoppage of Services is not practical or District requires additional time to find a replacement.

- 13.2. **With Cause by Either Party.** Either Party may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

13.2.1. material violation by either Party of any term of this Agreement; or

13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by the terminating Party shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination with cause by District, District may secure the required Services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing the Service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the terminating Party.

- 13.3. Upon termination, if relevant and to the extent applicable to the Services, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

15. **Insurance.**

- 15.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. To the extent reasonable, the Parties may negotiate these coverages and limits only upon the condition that they are approved by the District's risk manager.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability Insurance (if applicable)	\$ 1,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$ 1,000,000
Abuse and Molestation Insurance	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 3,000,000

- 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

15.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. That policy shall provide employer's liability coverage per accident for bodily injury or disease. Consultant shall complete the Worker's Compensation Certificate attached hereto as **Exhibit C**.

15.1.3. **Professional Liability (Errors and Omissions).** If applicable to the Services, Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

15.1.4. **Abuse and Molestation Insurance.** Abuse and Molestation Insurance shall protect the Consultant and the District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, training, and supervising practices by Consultant.

15.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

15.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

15.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

15.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

15.2.5. An endorsement stating that there shall be a waiver of any subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

15.2.6. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.

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

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Employment with Public Agency.** To the extent applicable to Consultant's employee status with other public agencies, Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
18. **Non-Discrimination.** The District is committed to providing equal opportunity for all individuals in education. Consultant understands and agrees that in providing Services to the District, it is Consultant's obligation to comply with **Board Policy 0410 (Nondiscrimination in District Programs and Activities)** and/or **Board Policy 6141 (Curriculum Development and Evaluation)**, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The Services provided by Consultant shall not reflect adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. By signing this Agreement, Consultant certifies that its programs, activities, and practices are free from discrimination and that it shall strictly adhere to and comply with District policies.
19. **Fingerprinting.** Pursuant to Education Code Section 45125.1, prior to the commencement of any services by Consultant, Consultant shall ensure that it and any of its personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Consultant) ("Consultant Personnel") who may interact with pupils outside the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 on file with the District, and shall not permit any Consultant Personnel to provide services to the District until the California Department of Justice has determined that none of the Consultant Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1. The Fingerprinting/Criminal Background Investigation Certification attached hereto as **Exhibit D** must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall also apply to any work performed by Consultant Personnel while on a school site:
- 19.1. All site visits shall be arranged through the District;
 - 19.2. Consultant Personnel shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 19.3. Consultant Personnel shall check in with the school office each day immediately upon arriving at the school site;
 - 19.4. Once at such location, Consultant Personnel shall not change locations without contacting the District;
 - 19.5. Consultant Personnel shall not use student restroom facilities; and
 - 19.6. If Consultant Personnel find themselves alone with a student, Consultant Personnel shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
20. **Tuberculosis Certification.** The Tuberculosis Certification must be completed and attached to this Agreement for any person employed under contract in a certificated or classified position per Education Code Section 49406.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District:

Redwood City School District
ATTN: Business Office
750 Bradford Street
Redwood City, CA 94063

Consultant:

Redwood City PAL
ATTN: Ivan Martinez
ADDRESS: [REDACTED]
EMAIL: [REDACTED]

Any notice personally given or sent by electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

25. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in San Mateo County, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District.
26. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Mateo County, California.
29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
31. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____

Dated: 06/17/2025

Redwood City School District

Consultant/Company: Redwood City PAL

By: _____

By: _____

Print Name: Rick Edson RE

Print Name: Ivan Martinez

Print Title: Chief Business Official

Print Title: Executive Director

Redwood City School District

Dated: _____

By: _____

Print Name: John R. Baker, Ed.D

Print Title: Superintendent

Information regarding Consultant:

License No.: _____

Registration No.: _____

Address: [REDACTED]

[REDACTED]

Telephone: [REDACTED]

Facsimile: _____

E-Mail: [REDACTED]

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: _____

☐ Limited Liability Company

☒ Other: 501c3

[REDACTED]:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Fall After School Program for FY25 - 26

**REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAMS
(AFTER SCHOOL EDUCATION AND SAFETY-ASES & EXPANDED LEARNING
OPPORTUNITIES PROGRAM-ELO-P)
POLICIES, PROCEDURES, AND EXPECTATIONS**

PROGRAM DESCRIPTION

Redwood City, PAL hereafter “Provider,” will provide the services and programming detailed in the attached proposal or program description.

GENERAL EXPECTATIONS

Provider will:

- Provide expanded day academic intervention and enrichment services 5 days a week (Monday through Friday), for a minimum of 3 hours each day;
 - Academic intervention means instruction, tutoring or homework completion assistance, provided in small groups and in classrooms/small rooms;
 - Enrichment activities are structured and allow students to develop social-emotional, physical, academic and other skills that enrich classroom learning and overall student success;
- Provide academic intervention and enrichment services to identified students regardless of families’ ability to pay for the program;
- Support homework completion to its utmost abilities by creating a conducive, supportive learning environment, in a way that helps students improve their learning;
- Implement a parent/caregiver involvement component that minimally includes providing regular communications with parents/caregivers about program news/events and individual student challenges and successes;
- Operate daily, pursuant to academic calendar, except that the Provider may close programs for up to three days per year for the purpose of providing professional development to program staff. Provider must notify school, parents/caregivers, and families of the planned professional development 30 days in advance to allow ample time for them to make alternative arrangements for their child/children for the after school hours on these designated days.
- Participate in meetings at the District office twice a month to discuss program development and program strengths and needs to align practices.
- Maintain the assigned classrooms in a clean, functional manner to a similar standard as the rest of the campus.
- Request prior approval from the District for field trips.

Provider will work with school site principal or Community School Coordinator as follows:

- Provider will check-in weekly, with formal meetings twice monthly. Formal meetings should include:
 - An agenda and meeting notes;
 - Updates on enrollment, attendance, waitlists, calendar of events and emergency drills;
 - Student updates: discipline referrals, behaviors, support, mental health, etc.
 - Discussion of program celebrations and challenges;

Exhibit A – Description of Services

- o School-program alignment: logistics, space, minimum days, site meeting attendance, (if applicable-transportation)
- Provider will provide a monthly updated participant list;
- Provider will work with school site to develop, implement and evaluate the program, and co-develop an action plan for improvement or to remedy concerns and problems;
- Communicate about homework assignments;
- Align positive behavior supports and interventions;
- Use an agreed upon structured system to share information about specific students and their needs, challenges and accomplishments;
- Prioritize unduplicated students for enrollment;
- Develop plans to modify programming as needed based on weekly check in meetings and bi- annual evaluation data;
- Share all data collected by either party on program quality, including surveys;

School sites will:

- Make time available at appropriate meetings (staff, School Site Council, ELAC, Cafecitos, etc.) to inform the school community of the program and facilitate communication.
- Make adequate space available for a full time (a minimum of 30 hours) site supervisor, classroom space for instruction/homework assistance, playground/field and multi-purpose room for recreation and enrichment activities.
- Principal/CS Coordinator meet regularly with Provider site supervisor to discuss program needs and development and program strengths and needs to align practices.
- Facilitate knowledge sharing of academic resources, curriculum foci, school-wide learning opportunities (i.e., health fair, etc.) and district and site calendars, which include minimum days/super minimum days, school events and emergency drills. The calendar is to be shared in August of each year.
- Make available the site newsletter for Provider to include their information.
- Share information regarding students, when pertinent, to facilitate team approach to student's social, emotional and academic success with a signed MOU for data sharing.
- Work in partnership with Provider to develop plans to modify programming as needed based on annual evaluation data.

District will:

- Co-develop (district, site and Provider partners) referral process into the program, criteria for removing students and communication process to share information with teachers and families.
- Administer and ensure compliance with all state and federal requirements and local MOUs and agreements.
- Project manage evaluation, including hiring of outside evaluator, if needed.
- Develop expectations.
- Facilitate space acquisition, referral process and other program needs at school sites.
- Facilitate district/state requirements for hiring of partner staff.

Exhibit A – Description of Services

- Leverage district resources to facilitate integration between the school day and extended day experiences.
- Support resource sharing among providers.
- Problem-solve with Provider as challenges arise.
- Facilitate and support collaborative oversight body.
- Collect and disseminate necessary data to partners as expressed in and limited to the data sharing MOU.
- Schedule and facilitate Provider meetings every other week.

ATTENDANCE

Grant funding is dependent on adequate attendance and attendance reporting. Attendance policy is dictated by the California Department of Education. If programs are funded by ASES, they must maintain a minimum eighty-five percent attendance rate for each of the funding streams. Each calendar year contains two “Attendance Periods” (January 1 through June 30 and July 1 through December 31). If program attendance drops below 85% during two calendar years, (four Attendance Periods), the grant will be recalculated and reduced. If program attendance drops below 75% during any Attendance Period, the grant will be recalculated and reduced. Dual funded sites need to achieve 85-100% attendance in ASES. Failure to meet attendance requirements will result in a proportional reduction in payment and/or contract termination.

Provider programs funded by ELO-P grant are required to keep attendance records but are not held to the 85% daily attendance requirement.

ATTENDANCE REPORTING

ASES & ELO-P grant programs require program attendance to be reported to the State twice a year – on January 31 and July 31. Provider must submit hard copies of attendance sheets to the District Office on a monthly basis no later than the 10th of each month. The District Office will conduct monthly audits and provide programs with action items that need to be resolved within 2 weeks of notification.

Provider must keep accurate and detailed attendance records that support the attendance reported to the District, the state and federal government. Provider should keep copies of attendance records for at least 5 years. These records shall be made available to the District at the District’s request. It is Provider’s responsibility to make sure all attendance information is submitted to the District accurately and is identical to attendance information reported in the CitySpan system. Provider must track attendances daily using the District system (CitySpan) and keep parent/caregivers’ sign in and out sheets (hard copies). Sign in and sign out sheets must have parent/caregiver signature, and the Site Supervisor must date and tally the sheets.

Attendance (total students served) is calculated by adding together the number of students who participated each day of the program during the Attendance Period.

STAFFING

California law (Ed. Code §§ 8483.4(a), 46120(b) dictates many staffing requirements, including:

- Provider must employ a Site Supervisor for each site.
- The selection of the Site Supervisor must be approved by the Provider, District Extended Learning Opportunities Program Coordinator, Community School Coordinator, and site Principal.
- ASES programs must maintain an adult-student ratio of 1:20, ELO-P must maintain an adult-student ration of 1:10 for TK & K and 1:20 for 1st-6th grades.
- All staff used in the above ratio must meet the District's minimum qualifications for an instructional aide:

Redwood City School District Instructional Aide requirements:

- 2 years of college – 48 units
OR
- High School Diploma/GED **AND** pass District Instructional Aide Exam (75% is passing grade)
- All staff must successfully pass Department of Justice and FBI background checks as set forth in Education Code section 45125.1 et seq., and the tuberculosis certification requirements of Education Code section 49406, prior coming into contact with students.
- All staff must take the mandated reporter training before they can have contact with students. Staff can take the training online or in person. Staff must take the mandated reporter training once a year.

The Redwood City School District also requires that:

- Site Supervisors are not included in the adult-student ratio (unless there is a staff shortage or other need) and must work a minimum of 30 hours per week at the school site.
- At the Community School sites (Adelante Selby, Clifford, Garfield, Hoover, Kennedy, MIT, Roosevelt & Taft) the Community School Coordinator will be the contact person for the Provider. At all other schools the principal will fulfill this role.
- Program staff will have the following skill set:
 - o classroom management skills;
 - o ability to help students with homework in a way that helps students improve their learning;
 - o cultural competency and sensitivity to the unique needs of the school population;
 - o ability to successfully work with all students including unduplicated students and special education students;
- Program staff will carry walkie-talkies or other means of communicating timely and efficiently in case of an emergency.
- All programs are equipped with emergency procedures (maps, routes, protocols) and equipment.
- Program staff sign District internet use agreement.

By September 30, Provider shall provide the District with a list of staff and their qualifications meeting the Instructional Aide requirements. Staff who need to take the exam have up to three months thereafter to pass the exam. The Redwood City School District will facilitate necessary Instructional Aide examinations. Staff are

Exhibit A – Description of Services

allowed to take the Instructional Aide exam three times. If the staff person does not pass the examination after three attempts, the staff person either needs to be taken out of the adult-student ratio or removed from the program. Providers shall provide the District with a second list of staff that is updated with exam results as relevant. This list will be provided no later than December 1. If staff is added throughout the school year an updated list shall be provided to the District at the end of the school year.

Staff lists should include:

1. Name of staff person
2. Date of negative TB risk assessment or examination in full compliance with the requirements of Education Code section 49406
3. Date of fingerprint and criminal background check clearance, satisfying the requirements of Education Code section 45125.1
4. Number of years and name of college
5. If #4 is less than 2 years, date passed Instructional Aide exam (can mark in progress if it is still within 3 months of start date and exam has not been taken or passed)
6. Date of completion of mandated reporter training

Fingerprinting and TB testing must be completed prior to the staff person working at the school. There can be no exceptions to this policy.

Provider shall also submit a volunteer policy and a list of approved volunteers to the District and school site before volunteers can work on-site. Any volunteer who will have frequent or prolonged contact with students must submit evidence of an examination within the past 60 days to determine that the volunteer is free of active tuberculosis. Volunteers who will have frequent or prolonged contact with students must also complete a criminal background check. Volunteers should never be alone with students.

EARLY RELEASE POLICY (DOES NOT APPLY TO ELO-P FUNDED PROGRAMS)

The early release policy for ASES funded programs, as required by Ed. Code § 8483(a)(1)(B) is as follows: A child may be released early from the extended day program, prior to the end of program time, for the following reasons:

1. Attending a parallel program (programs in the school or community centers such as outdoor education, soccer, basketball, etc.) as long as an agreement or partnership with the program exists thus making this parallel program the child's enrichment component.
2. Family Emergencies (such as death in the family, catastrophic incidents, etc.).
3. Medical appointments.
4. Weather conditions especially if the child walks home.
5. Child accidents that occur during program time (program staff should call parents or guardians).
6. Other conditions especially on safety as prescribed by the school.

Exhibit A – Description of Services

Whatever the case may be, program staff should record the date and time of the early release departure of the child. Parent, guardian, or program staff should sign the child out and it is recommended that the child's signature or initial be recorded as well.

Providers are required to notify parents of the early release policy at enrollment as part of a written program handbook or handouts.

EVALUATION

Providers are required to adhere to the evaluation and quality standards initiatives led by the District. Minimally, Providers must implement the California After School Network Program Quality Assessment tool two times per year and involve at least: Extended Learning Opportunities Program Coordinator, Director of Community Schools and Partnerships, Project Administrator of Extended Learning Equity and Staff Development, Community School Coordinators, site Administration and additional stakeholders to be determined. Providers will lead the Program Quality Assessment process and share goals and action steps with RCSD.

In addition, RCSD will conduct their own evaluation of Providers to ensure compliance and review program quality. As part of the evaluation, RCSD will request data and submission of artifacts from providers as well as program visits. Based on evaluation results, RCSD will provide programmatic feedback and guidance on next steps to improve program quality. If challenges persist, RCSD may request a formal program improvement plan. RCSD will share a timeline for evaluations, data collection, and program visits

Extended Learning Program partner directors are expected to participate in meetings at the District office twice a month to discuss program development and program strengths and needs to align practices.

PRODUCTS AND MATERIALS

To the extent that any of Consultant's pre-existing work product or materials are incorporated in or combined with, or otherwise necessary for the use or exploitation of any work product under this Agreement, Consultant retains ownership of the same but hereby grants to District an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, and otherwise explain, such preexisting work product, materials, and derivative works thereof.

EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES

410 Total Students Attending CCE After-School Program

390 Unduplicated Students at \$2500 = \$975,000
+ 20 Non-unduplicated Students at \$500 = \$10,000
+ Admin Fee 10% = \$98,500

Grand Contract Total Request to RCSD for FY 2025- 26 = \$1,083,500.00

**REDWOOD CITY SCHOOL DISTRICT EXPANDED DAY LEARNING PROGRAMS
AFTER SCHOOL EDUCATION AND SAFETY (ASES) & EXPANDED LEARNING
OPPORTUNITIES PROGRAM (ELO-P)**

BILLING RATES

In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Provider in the manner specified herein.

Compensation: District agrees to pay Consultant for Services satisfactorily rendered pursuant to this agreement a total fee not to exceed **\$1,083, 500.00**

BASE + SUPPLEMENTAL COMPENSATION CHART

Site(s)	Program Grant	Funding Totals
Clifford, Hoover & PAL at Taft	ELOP	
Totals		TOTAL GRANT AMOUNT: \$1,083, 500.00

GENERAL

Each provider shall submit invoices to the District for payment. Invoices should be submitted at least bi-annually to the Director of Community Schools and Partnerships.

ASES Providers administering programs funded by ASES 1 will receive funding equal to 85% of the total grant awarded to the District, unless otherwise agreed to in writing by the District and Provider and as permitted under Education Code §§ 8426(c) and 8483.9(c). These funds must be used for direct services to pupils. The District will retain 15% of the total grant award for administrative costs. Failure to meet attendance requirements will result in a proportional reduction in payment and/or contract termination.

EXHIBIT B – Billing Rates

Any supplemental funds the District receives from the State will be awarded in the same proportional amount. Providers approved to provide 9 hours of programming on non-school days will receive reimbursement for those days according to established rates.

ELOP

Programs funded through the Expanded Learning Program Opportunity grant, will receive annual funding based on the number of unduplicated students and non-unduplicated students, based on rates set by the State.

INVOICES

Bi-annual invoices are due **January 15** (for period July 1 – December 31) and **July 15** (for period January 1 – June 30). District and Provider may agree to a more frequent invoice schedule.

Invoices should reflect services provided during the billing period and include the purchase order number. The amount of each invoice should reflect the earned attendance/enrollment reimbursement for that period.

Providers are required to keep accurate fiscal records of grant expenditures and required matching funds. These records shall be made available to the District at the District's request.

EXHIBIT C

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

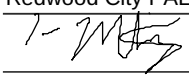
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: 06/17/2025

Name of Consultant: Redwood City PAL

Signature: 

Print Name and Title: Ivan Martinez, Executive Director

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

EXHIBIT D
FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Consultant Agreement for Services ("Agreement") between the Redwood City School District ("District") and Redwood City PAL ("Consultant"):

One of the boxes below must be checked with regard to Consultant and Consultant's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Consultant who will provide services under the Agreement) ("Consultant's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

At least one box below has been selected

- ☐ Fingerprinting/Background Check requirements do not apply because Consultant/Consultant's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- ☐ Consultant/Consultant's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:
- _____ The services provided by Consultant/Consultant's Personnel are for 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. [Ed. Code, §45125.1(b)]
- _____ Consultant/Consultant's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

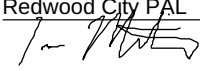
- _____ Consultant/Consultant's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- ☐ Consultant is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Consultant has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Government Code Section 45122.1.
- ☒ Consultant is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Consultant's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the

subsequent arrest service. A complete and accurate list of Consultant’s Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Consultant’s Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONSULTANT CERTIFICATION

I am a representative of the Consultant entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Consultant. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Consultant’s sole responsibility to maintain, update, and provide the District with current “Fingerprint and Criminal Background Check Certification” information for all Consultant’s Personnel throughout the duration of the Agreement. **A list of Consultant’s Personnel is attached hereto as Attachment A.**

Date:	06/17/2025
Consultant:	Redwood City PAL
Signature:	
Print Name:	Ivan Martinez
Title:	Executive Director

ATTACHMENT "A" to FINGERPRINT CERTIFICATION

Consultant's Personnel

Name/Company:  _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

EXHIBIT E
TUBERCULOSIS CERTIFICATION

***In accordance with the tuberculosis ("TB") certification requirements of
Education Code section 49406 (Contract Employees Only)***

With respect to the Agreement between the Redwood City School District ("District") and
Redwood City PAL _____ ("Consultant"):

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

- ☐ Consultant hereby certifies to the District that it and, if applicable, its employees shall only have limited or no contact (as determined by the District) with District students at all times during the Term of this Agreement; OR
- ☒ Consultant and, if applicable, the following employees of Consultant shall have more than limited contact (as determined by the District) with District students during the Term of this Agreement and, at no cost to the District, has or have received a TB risk assessment or examination in full compliance with the requirements of Education Code section 49406:

1.  _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

[Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the individuals listed above submitted a TB risk assessment, and, if TB risk factors were identified, were examined to determine that he or she is free of infectious TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

CERTIFICATION

I am the Consultant or a representative thereof, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is Consultant's sole responsibility to maintain, update, and provide the District with current "Tuberculosis Certification," along with the employee list, throughout the duration of Consultant's-provided services.

Date: 06/17/2025

Name of Consultant: Ivan Martinez

Signature: _____

Print Name and Title: Ivan Martinez, Executive Director