

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
GILROY UNIFIED SCHOOL DISTRICT
AND
YMCA of Silicon Valley
FOR EDUCATIONAL SERVICES**

This Educational Services Agreement (“Agreement”) is made effective as of June 14, 2019 by and between the GILROY UNIFIED SCHOOL DISTRICT (“District”) and **YMCA** of Silicon Valley, a 501 (c) (3) (“Contractor”).

RECITALS

- A. The District requires the services of a professional to render certain educational services described below; and
- B. Contractor is qualified and available to provide such services.

AGREEMENT

NOW, THEREFORE, District and Contractor agree as follows:

I. Term

This Agreement shall be effective as of the date set forth above and shall end on June 30, 2020 unless the work is completed or the Agreement is terminated sooner.

II. Services

Consult agrees to perform in a competent and professional manner the following services, as needed and requested by the District: After School Services at **Antonio Del Buono, El Roble, Las Animas, and Rucker Elementary** school sites pursuant to attached proposal dated June 4, 2019.

III. Compensation

District agrees to pay Contractor reasonable expenses actually incurred upon receipt of an itemized billing by Contractor to his services in accordance with this Agreement. No other charges, fees, or expenses shall be paid by District and the total cost for all services to be performed pursuant to this Agreement (including reimbursable expenses and 5% indirect) shall not exceed \$687,840. No final payments shall be authorized until all reports have been rendered to and approved by the district. All invoices for services must be submitted to District within 30 calendar days after services are performed. Subject to and upon approval of District, payment of invoices shall be made within **60 days** after Contractor submits invoices and any other requested documentation. For purposes of this Agreement, “payment” shall mean the act of depositing checks in the United States Postal Service mail for delivery to the Contractor.

IV. Staff Qualifications

Contractor will ensure that all individuals employed, contracted, or otherwise hired by Contractor to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Contractor will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with

respect to supervision. Contractor will deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Before the start of service, Contractor will submit to District a staff list, and all current licenses, credentials, permits or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide the relevant educational services. Contractor will provide to District updated information regarding the status of licenses, credentials, permits or other relevant documents each month during the Term.

V. District Ownership

All data and information provided for and/or used by Contractor shall be the property of and returned to the District at the completion of this contract. All reports or other documents generated will constitute “works made for hire” by or for the District and the District will be the “author” of all such reports under applicable copyright laws.

VI. Confidentiality

The confidentiality provisions of this Agreement will survive and remain in full force and effect beyond the termination or expiration of this Agreement. Contractor agrees to hold confidential information obtained from the District, including any student or personnel information, whether obtained through observations, documentation or otherwise, in strict confidence and shall not without prior permission of the District disclose to anyone any such confidential information. Contractor will maintain all pupil records in a secure location to ensure confidentiality and will prevent unauthorized access. Contractor will not disclose the identity of any student eligible for, or receiving, services pursuant to this Agreement to any third party, nor will Contractor forward any student record to any other person other than the parents or the District, without the written permission of the parents of such student. At the conclusion of the performance of this Agreement (or upon completion of services to any particular student), Contractor shall, upon the District’s request, turn over to the District all pupil records for the District’s students to whom Contractor has provided services under this Agreement.

Contractor agrees that Contractor will not at any time or in any manner, either directly or indirectly, use any confidential District information for Contractor’s own benefit. Contractor will protect such information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

If it appears that Contractor has disclosed (or has threatened to disclose) information in violation of this Agreement, the District shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The District shall not be prohibited by this provision from pursuing other remedies, including a claim for loss and damages.

VII. Indemnification

Each party (“Indemnifying Party”) agrees to indemnify and hold the other (“Indemnified Party”) and its board members, directors, officers, employees and agents harmless with respect to

any and all claims, losses, damages, liabilities, judgments, expenses and costs, including reasonable attorney's fees, incurred by the Indemnified Party to the extent proximately caused by any action or omission of the Indemnifying Party arising out of this Agreement. The parties agree to promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph shall survive indefinitely the expiration or termination of this Agreement.

VIII. Termination

This Agreement may be terminated by either party without cause upon ninety days prior written notice. In the event of a material breach by Contractor in the performance of Contractor's obligations under this Agreement, District shall provide written notice to Contractor specifying each breach for which notice is being given. In the event Contractor fails to cure such breach(es) within 14 days of such notice, then District may elect to terminate this Agreement for cause. Any such termination for cause will become effective upon the date set forth in the District's written notice to Contractor of its election to terminate.

IX. Insurance Requirements

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, Contractor will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 12 10 11 97. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name District, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by District will be excess thereto. Such insurance will be on an "occurrence" basis, except professional liability will be on a "claims made" basis, and will not be cancelable or subject to reduction except upon a thirty day prior written notice to District.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 10 01, including symbol 1 (Any Auto).

D. Contractor will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Originals of the duly authenticated Certificates of Insurance and Endorsements will be included with this Agreement as Exhibit B

X. Assignment

Contractor shall not assign this Agreement without first obtaining the District’s written consent.

XI. Program Management

The Contractor hereby assigns [Andrea Rathi](#) as the Contractor Program Manager under this Agreement. The Contractor Program Manager will not be removed from the project or reassigned without prior written approval of the District, which approval will not be unreasonably withheld. No subcontracting of significant portions of the contracted services will be made without prior approval of the District.

The District hereby assigns [Amanda Reedy](#) as the District Program Administrator under this Agreement. The District may change the person assigned as District Program Administrator upon written notice to Contractor.

XII. Miscellaneous

A. Notice. Any notice or instrument required by, or contemplated under, this Agreement may be given by personal delivery or by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

District: Gilroy Unified School District
7810 Arroyo Circle
Gilroy, CA 95020
Attn: Superintendent

Contractor: [YMCA of Silicon Valley](#)
[80 Saratoga Avenue](#)
[Santa Clara, CA 95051](#)
Attn: [Mary Hoshiko-Haughey](#)

Notices mailed to the address above will be effective upon date of mailing.

B. Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections are for convenience only and do not modify rights and obligations created by this Agreement.

C. Compliance with Laws. Contractor shall comply with all federal, state and local laws and ordinances governing the operation of this Agreement.

Contractor will comply with the requirements of Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”), clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”), and TB clearance for Contractor’s employees, and volunteers, and contractors prior to providing services unless Contractor determines that the

employees, volunteers, and contractors will have no physical contact with District students. Such CDOJ and FBI clearance must include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in Education Code section 44237(h), unless despite the such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to Education Code section 44237 (i) or (j). In addition, Contractor will make a request for subsequent arrest service from the CDOJ as required by Penal Code section 11105.2 with respect to each such person. Clearance certification must be submitted to the District prior to program implementation and within 5 business days when personnel changes occur that affect the provision of services under this Agreement.

D. Legal Proceedings. In the event of any action at law or in equity, including an action for declaratory relief, between the parties arising out of or relating to this Agreement, then the prevailing party in such action will be entitled to recover from the other party a reasonable sum as attorneys' fees and costs. The prevailing party will be determined in accordance with Civil Code Section 1717(b)(1) or any successor statute. These provisions will survive and remain in full force and effect beyond the termination or expiration of this Agreement.

XIII. Integration/Waiver

This Agreement and the attached Exhibits represent the entire understanding by and between the District and the Contractor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. Any waiver by either party of any provision of this Agreement must be in writing and be attached as an Addendum to this Agreement. Any written waiver will affect only the provision specified and only for the time and in the manner stated in the writing. No waiver by a party of any provision in this Agreement will be considered a waiver of any other provision in the Agreement.

XIV. Execution

This person(s) executing this Agreement and any Exhibits hereto on behalf of the Contractor warrant and represent that Contractor has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and that this Agreement is valid and binding on Contractor.

YMCA of Silicon Valley

Gilroy Unified School District

Sandra Berlin Walker, President & CEO Date Debbie Flores, Superintendent Date

FOR DISTRICT OFFICE USE

Funding Code: _____

Funding Program: _____

EXHIBIT A SCOPE OF WORK

1. **YMCA** Program Director will provide program supervision and assist with development and improvement upon **Power School** program design and sustainability for **four** school sites.

Services are to include:

- Uphold GUSD and **Power School** vision for student success
- Hire, manage, and supervise site coordinator and frontline staff
- Attend regular meetings with site coordinators and site administration
- Attend regularly scheduled district meetings with site coordinators, Power School Leadership Team, and district staff
- Ensure district snack and attendance requirements and reporting accuracy and submission
- Ensure program evaluation and assessments are completed
- Ensure adequate staffing for contracted positions
- Ensure ASES/21st CCLC program components are effectively implemented
- Promoting program and building strong relationships with students, parents, and community
- Provide quality interaction with parents, teachers, school and District staff
- Integrating Developmental Assets, healthy living and Character Counts within **Power School**
- **Manage pilot extension program, including collecting parent fees.**

2. Full-time **YMCA** Site Coordinators will provide program management, academically aligned enrichment activities, recreation, and health and wellness services, meeting grant requirements, to **four** sites.

Services are to include:

- Attendance management
- Keeping accurate daily, weekly and monthly attendance records, for students and staff
- Organizing and overseeing distribution of snack
- Keeping records of snack counts
- Auditing attendance and snack prior to submitting to the District on a weekly basis
- Maintaining and managing enrollment of students identified by the district in **Power School** based on test scores, teacher/school recommendations and/or parent requests
- Ensure ASES/21st CCLC program components are effectively implemented
- Development of fun, educational programs and curriculum for new sessions
- Promoting program and building strong relationships with students, parents, and community
- Provide quality interaction with parents, teachers, school and District staff
- Integrating Developmental Assets, healthy living and Character Counts within **Power School.**

- Serve in lead capacity to Cal-SOAP and GUSD paraprofessional staff
- Meet regularly with site and Power School administrators
- Conducting assessment of student progress in accordance with District expectations
- Disseminating and collecting completed assessments
- Using data to help design program based on academic needs of students
- Collaboratively planning and delivering lessons and activities
- Attending meetings with district administrator and with site principal
- Other duties as assigned

3. **YMCA** will academically aligned enrichment activities, recreation and health and wellness services to four sites. The ratio of **YMCA** Specialists to students will be **1:20**.

Services are to include:

- Providing daily supervision and leadership of students
- Collaboratively planning and delivering lessons and activities
- Assisting the Coordinator in operation of **Power School**
- Development of fun, educational programs and curriculum for new sessions
- Recruitment of participants identified by district
- Entering of attendance data on both hard copy and online system
- Promoting program and building strong relationships with students, parents, and community
- Integrating Developmental Assets, healthy living and Character Counts within **Power School**
- Conduct activities that adhere to ASES/21st CCLC guidelines.

4. **YMCA** employees will participate in academic training modules and collaborative planning sessions as required by District and the **YMCA**.

5. **YMCA** employees will document hours of services per site, signed by the Site Coordinator and submitted to the **YMCA** Director, in accordance with **YMCA** policies.

6. The **YMCA** will work collaboratively with the District to meet grant criteria at listed staffing levels.

7. The **YMCA** reserves the right to add additional staffing for special events or special needs within overall contract approved budget.

8. If, at any time, the district desires additional or reduced staffing at a site a contract amendment will be made.

9. The Scope of this agreement will be dependent on student enrollment decided on the first week of services and for the duration of the **Power School** program.

10. **YMCA** employees will meet district instructional aide requirement of either 48 college credits or passing exam designed for after school instructional aides.



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

June 4, 2019

Dear Amanda Reedy,

The YMCA of Silicon Valley is proposes the following for the Gilroy Unified School District Power School Program Partnership:

The YMCA agrees to operate four school sites (Las Animas, El Roble, Antonio Del Bueno, and Rucker) for the 2019-2020 School Year. The proposal is for 180 day school year. Total cost for services in this proposal shall not exceed \$687,840.

Provider is allowed to charge a monthly fee of \$160 for students beyond the spaces available with grant funding. Charging of fees must follow CDE guidelines. In accordance with legislation, no family will be denied access to the ASES or 21st Century programs for lack of ability to pay. A monthly payment schedule may be offered to families, depending on family need. The Provider may enroll students over the 163 capacity as students in the extension program for a fee of \$160 month.

The YMCA of Silicon Valley AGREES: To perform in a competent, collaborative and professional manner the services outlined in the Scope of Services located within the Agreement for Educational Services through the following staffing levels:

1. One YMCA Program Director (80% time) year around.
2. Four (4) YMCA Site Coordinators year round (summer wages in summer budget).
3. Thirty (30) YMCA Specialist positions for 25 hours per week for 38 weeks. Including 1 week of training.
4. Power School training for up to forty hours (40) for Thirty (30) YMCA Specialist positions.
5. This proposal also includes the purchase of site supplies for day to day use at each school site.
6. All other service and trainings hours beyond the schedule stated above must be presented and approved by both parties before hours can be worked.

Additionally, in order for the YMCA to support bus trips through the District Power School Program the District must provide the following insurance requirements: *Gilroy Unified School agrees to provide evidence that they carry Commercial Automobile liability insurance with a minimum limit of \$15M.* This insurance will be endorsed to include YMCA of Silicon Valley as additional insured. YMCA of Silicon Valley will receive 30 day notice in advance of any cancellation of coverage.

The YMCA will provide written notice to the District in regards to any personnel changes that would impact the staff member assigned to the Program Director Position. The YMCA will commit to have the District provide input on hiring for any new Program Director in this position.

It is the YMCA's intent to work with the District to develop opportunities for funding enhancements for programs with low levels of grant funding or programs with large waiting lists.

Sincerely,

Sandy Berlin Walker
President and CEO
YMCA of Silicon Valley

YMCA of Silicon Valley
80 Saratoga Ave Santa Clara CA 95051
P 408-351-6400 www.ymcasv.org