

HAYWARD UNIFIED SCHOOL DISTRICT
CONTRACT ABSTRACT FOR BOARD AGENDA ITEMS

Eden Area YMCA

September 16, 2015

Name of Vendor: Eden Area YMCA

Cost: \$149,800 (Cooking, Color Guard, Robotics and Step workshops/sessions, student recruitment/advertisement, student course satisfaction survey and student attendance monitoring and report).

\$149,800 (cost of contract) / 1475 (number of hours served) = \$102.00 per hour

Purpose: Eden Area YMCA is a non-profit organization in Hayward that will provide step to middle and high school students, robotics and cooking to middle school students and color guard to elementary and middle school students who are registered in the YEP program. There will be two (2) sessions held, one in the fall 2015 and one in the spring 2016 at each school. Sessions will be held two to five (2-5) times a week in one to one and a half (1-1.5) hour blocks at Bowman, Cherryland, Eden Gardens, Ruus, Treeview, Stonebrae, Bret Harte, Cesar Chavez, Martin Luther King, Ochoa, Winton, Hayward High, Mt. Eden and Tennyson High School. A maximum of 1,000 students will have the opportunity to participate in these workshops for two ten -week sessions as outlined above, which will improve their physical well-being and academic achievement.

These efforts are tied to:

Board Goal #2.1 — Ensure all students have access to and success in a broad curriculum. (LCAP priority 7)

Board Goal #4.1—Create a welcoming, positive and safe environment for all students. (LCAP priority 3 & 5)

Funding Source: 21st CCLC, ASSETS and ASES Grants (categorical after school funding, not general fund)

Evaluation Criteria: Performance measurements will be provided through student attendance reports and a student satisfaction survey report. The contractor will be evaluated by the number of students served reporting a minimum of 90% of the surveyed students will respond that they had a positive experience in the class. Penalty for non-performance requirements and failure to meet terms and conditions of contract shall be revocation for contractor funding.

Term: September 17, 2015-June 14, 2016

Training and Maintenance/Warranty: N/A

Contacts: Christy Gerren, Director, Student and Parent Support Programs x 34190

HAYWARD UNIFIED SCHOOL DIST.

Consultant or Service Validation Form

Site Location: District Office Date: 8/20/2014

Individual Requesting Consultant or Service: Christy Gerren Title: SPSP Director

Brief Description of Need: (please reference i.e. Ed Code, District Goals, CDE compliance or SPSA)

Per funding requirements, YEP has a need for physical fitness and academic enrichment sessions offered to the Hayward Unified School District (HUSD) Youth Enrichment Program (YEP) students at the primary and secondary schools. Eden Area YMCA will provide thirty two weeks of Step dance workshops to Hayward, Mt. Eden, and Tennyson High School students. Eden Area YMCA will provide thirty two weeks of Robotics, Step, Cooking, and Color Guard at Bret Harte, Chavez, Martin Luther King, Ochoa and Winton Middle schools. Each program will be offered to a minimum of 20 and maximum of 30 students per class at each school site. Eden Area YMCA will provide Color Guard workshops at Bowman, Cherryland, Eden Gardens, Ruus, Treeview, and Stonebrae elementary schools. Lastly, Eden Area YMCA will provide the following items to the Coordinator of the Before and After School Programs: student attendance reports, student satisfaction survey report, curriculum, program outline and instructor backgrounds. These reports will allow the Coordinator to review the program goals to ensure that students are receiving strong physical education and academic enrichment classes as required per the program funding. Eden Area YMCA will support the Hayward School Districts. Board Goal #2.1 — Ensure all students have access to and success in a broad curriculum. (LCAP priority 7). Goal #4.1—Create a welcoming, positive and safe environment for all students. (LCAP priorities 3 & 5)

Student/Staff/Site Counsel Mtg Conducted: ☐ YES ☐ NO ☒ N/A

Proposals Solicited: ☒ YES ☐ NO

Briefly describe justification for consultant or service provider selected:

The Eden Area YMCA is a returning service provider. Two of the primary focus areas of the Y is healthy living and youth development. In communities across the nation, the Y is a leading voice on health and well-being. With a mission centered on balance, the Y brings families closer together, encourages good health, and fosters connections through fitness, sports, fun, and shared interests. As a result, millions of youth are receiving the support, guidance, and resources needed to achieve greater health and physical well-being. Eden Area YMCA is a local non-profit serving the Hayward community for over 50 years.

Criteria Metric for contractor evaluation: The provider will be evaluated by the performance requirements as outlined per the contract and the completion of work stated in the scope of work. The contractor will be evaluated by the following criteria: the number of students served reporting a minimum of 1000 students and 90% of the surveyed students will respond that they had a positive experience in the physical fitness and academic enrichment workshops.

01.4124.0.5830.950.1140.1000.365.000

01.6010.0.5830.950.1110.1000.365.000

Indicate Funding Code: 01.4124.0.5830.950.1110.1000.365.000 Estimated cost \$ 149,800

Other Consultants or Service Providers Contacted

Name	Description of services offered	Cost
1 Hayward Area Parks & Rec.	Physical Fitness Classes	Unable to fulfill all classes
2 City of Fremont Parks & Rec	Physical Fitness Classes	\$2,520 per class
3 City of San Leandro	Physical Fitness Classes	\$1,800 per class

Action: ☐ Approved ☐ Modified Approval ☐ Disapproved

☐ Deferred Approval ☐ Follow-up Required Suspense Date: _____

HAYWARD UNIFIED SCHOOL DIST.

The Scope of Work

1. Describe the service to be provided:

Eden Area YMCA will provide thirty-two weeks of step to middle and high school students, robotics and cooking to middle school students and color guard to elementary and middle school students who are registered in the YEP program. Each program will be offered to a minimum of 20 and maximum of 30 students per class at each school site. Eden Area YMCA will be responsible for student recruitment and providing student attendance and student satisfaction report to the Before and After School Program Coordinator. This contract will allow approximately 1000 YEP students the opportunity to engage in physical activity during the after school program.

Cost Analysis:

\$149,800 (cost of contract) / 1475 (number of hours served) = \$102.00 (per hour)

These efforts are tied to:

Board Goal #2.1 — Ensure all students have access to and success in a broad curriculum. (LCAP priority 7) Board Goal #4.1--Create a welcoming, positive and safe environment for all students. (LCAP priority 3 & 5)

2. Who is benefitting from the service? Specifically, who will be served (number of students, grade, etc.)?

This service will benefit approximately 1000, 4th-12th grade YEP students.

3. What are the expected outcomes? What will students/teachers be able to do after they receive the service?

With this service the students will be able to engage in additional physical activity after school ranging from 60 to 240 minutes per week. From this service, students will be encouraged to be physically active, eat healthier, and become more attentive during the regular school day. Additionally, students will be engaged in Science, Technology, Engineering, and Math related programs such as Robotics, preparing them for 21st Century careers.

4. How is it measurable? What tools/data will be used to measure student success?

Students and YEP staff will be surveyed for satisfaction. Eden Area YMCA will track student attendance and course completion rate.

5. What impact should we expect? What is the short term/long term impact on those served?

The program will meet the district goal to ensure all students have access to and success in a broad curriculum. Long term impact includes, increased attendance and attentiveness during the school day.

6. Why did you choose this contractor? If more than one school, why were these schools chosen?

The Eden Area YMCA is a returning service provider. Two of the primary focus areas of the YMCA is healthy living and youth development. Eden Area YMCA is a local non-profit serving the Hayward community for over 50 years. Given the cost-analysis of other service providers, availability, and variety of classes, YEP students will receive high quality services with the Eden Area YMCA.

Hayward Unified School District

Student and Parent Support Programs
Eden Area YMCA
2015/2016

**Independent
Contractors
Agreement**

INDEPENDENT CONTRACTORS AGREEMENT

This Agreement is entered into between the Hayward Unified School District (HUSD) (DISTRICT) and Eden Area Branch of the Young Men's Christian Association of the East Bay (CONTRACTOR).

Recitals

1. DISTRICT is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal and administrative matters with persons specially trained, experienced and competent to perform such services.
2. DISTRICT needs special services and advice as follows:
Contractor will provide the following services for students at six elementary schools, five middle schools and two high school locations:
 1. Step – Fall 2015, Winter 2015 and Spring 2016 (Middle and High Schools Only)
 2. Robotics Program – Fall 2015 and Spring 2016 (Middle Schools Only)
 3. Color Guard – Fall 2015, Winter 2015 and Spring 2016 (Elementary, Middle Schools and Elementary Intersessions Only)
 4. Cooking Program – Fall 2015 and Spring 2016 (Middle Schools Only).
3. CONTRACTOR is specially trained, experienced and competent to provide such services.

THEREFORE, the parties agree as follows:

Terms

1. Services/Work Product

CONTRACTOR agrees to provide the following services:
Eden Area YMCA will provide thirty two weeks of Step dance workshops to Mt. Eden and Tennyson High School students. Eden Area YMCA will provide ten weeks of Robotics and thirty two weeks of Step at Bret Harte, Chavez, Ochoa and Winton Middle schools. Eden Area YMCA will provide thirty-two weeks of Color Guard at Chavez and Winton Middle Schools. Eden Area YMCA will provide ten weeks of cooking at Bret Harte, Chavez, Martin Luther King, Ochoa, and Winton Middle Schools. Each program will be offered to a minimum of 20 and maximum of 30 students per class at each school site. Eden Area YMCA will provide Color Guard workshops at Bowman, Cherryland, Eden Gardens, Ruus, Treeview, and Stonebrae elementary schools. The contractor will provide the following services for the YEP program:

- Submit daily attendance to the YEP Site Coordinator/Operations Supervisor for each class;
- Submit curriculum and outline to Field Coordinator a week prior to program start date;
- After each program session, the contractor will provide the following:

student retention rate, student survey responses and course completion rate;

- Eden Area YMCA will provide all necessary equipment and material for each program;
- Provide a beginning and intermediate color guard program to the elementary and middle school students;
- Prepare elementary and middle school color guard students for two performances and one competition;
- Assist in the Recruitment of HUSD middle and high school students with a maximum of 30 students enrolled per class;
- 2 lunch time demonstrations per program session to promote class enrollment at the schools;
- Eden Area YMCA will meet two-five hours a week per program for thirty-two weeks. Step Workshops will meet twice a week for one hour, Robotics Programs will meet three times per week for one hour, Color Guard Programs will meet twice a week for one hour and Cooking Programs will meet three times per week for two hours;
- Eden Area YMCA will run four programs at each of the five comprehensive middle schools for a total of thirteen hours per week.
- Eden Area YMCA will run one program at two comprehensive high schools for a total of two hours per week.
- Eden Area YMCA will run one program at six elementary schools for a total of three hours per week.
- Eden Area YMCA will run one program during the elementary fall, winter and spring intersessions for a total of forty-six hours.
- Workshops will meet on the following dates for the thirty two week programs:
 - Week of September 14, 2015 through week of November 20, 2015;
 - Week of December 1, 2015 through week of February 12, 2016;
 - Week of February 15, 2016 through week of May 20, 2016;
 - 2-5 days per week depending on the program;
 - Classes will be one to one and half hours in length;
- Workshops will meet on the following dates for the two (2) ten week rotations/programs:
 - Week of September 14, 2015 through week of November 20, 2015;
 - Week of February 15, 2016 through week of May 20, 2016;
 - 2-5 days per week depending on the program;
 - Classes will be one to one and half hours in length;

*All changes to the schedule must be pre-approved by the Before and After School Coordinator.
- Eden Area YMCA will provide a certified instructor to lead the workshops offered at each school site. All instructors must be CPR & First Aid certified, finger print cleared, TB tested and approved by the Before and After School Coordinator;
- Eden Area YMCA will have served a maximum of 1,000 students to complete this contract (30 students per class).

2. Term

CONTRACTOR for the 2015/2016 school year shall commence work on **September 17, 2015** the work shall be completed no later than **June 14, 2016**.

3. Compensation

DISTRICT shall pay CONTRACTOR a total fee of one hundred and forty-nine thousand and eight hundred (\$149,800) payable as follows: upon completion of scope of work, quarterly payments will be based on final invoice for services provided and accompanied by detailed student satisfaction survey reports provided by Eden Area YMCA.

4. Completeness of Agreement

This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

5. Status of Contractor

This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Worker's Compensation coverage for CONTRACTOR's employees and for payment of all federal, state and local payroll taxes for and on behalf of CONTRACTOR's employees.

6. Fingerprinting

By execution of this Agreement/Contract, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the DISTRICT determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils. In making this determination, the DISTRICT will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR'S employees will be on school grounds, whether pupils will be in proximity with the site where the CONTRACTOR and CONTRACTOR'S employees will be working, and whether the CONTRACTOR and CONTRACTOR'S employees will be alone or with others.

(a) **DISTRICT Determination of Fingerprinting Requirement Application**

The DISTRICT has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees:

X are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2 and Paragraph (b) below, is applicable.

 are not subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph (c) below, is applicable.

- (b) If the DISTRICT has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the Governing Board of the DISTRICT a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

- (c) Even if the DISTRICT has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on a school site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the school office each day immediately upon arriving at the school site; (2) CONTRACTOR and CONTRACTOR's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the school office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

7. Indemnification

CONTRACTOR agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify and defend DISTRICT and its officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to CONTRACTOR in connection with the performance of this Agreement.

8. Insurance

CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to the DISTRICT and shall name the DISTRICT as an additional insured. Certificate of insurance shall be forwarded within ten (10) days of the signing of this Agreement, but in all instances prior to the start of CONTRACTOR'S work.

9. Equipment and Materials

CONTRACTOR shall provide all equipment, materials and supplies necessary for the performance of the Agreement except:

Classroom space and computers as needed for Robotics and Cooking programs

10. Licenses and Permits

CONTRACTOR shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.

11. Assignment

CONTRACTOR shall not assign the obligations of CONTRACTOR under this Agreement without the express prior written consent of DISTRICT.

12. Non-Discrimination

CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.

13. Termination

DISTRICT may at any time terminate this Agreement upon written notice to CONTRACTOR. DISTRICT shall compensate CONTRACTOR for services satisfactorily provided through the date of termination.

In addition, DISTRICT may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, DISTRICT may secure the required services from another contractor. If the cost to DISTRICT exceeds the cost of providing the service pursuant to this Agreement, CONTRACTOR shall pay the additional cost.

14. Copyright

Any written product produced under this Agreement shall be a work for hire and shall be the property of DISTRICT. DISTRICT shall have the right to secure a copyright and the product may not be used, in any manner, without DISTRICT's

written permission.

15. Waiver

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

16. Attorney's Fees

If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

17. Governing Law

This Agreement shall be governed by the laws of the State of California.

18. Severability

In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

19. Notice

All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT:
Hayward Unified School District
Business Division Office
24411 Amador Street
Hayward, CA 94544

CONTRACTOR:
Eden Area YMCA
951 Palisade Street
Hayward, CA 94542

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

ALL INDEPENDENT CONTRACTOR AGREEMENTS MUST BE SIGNED BY THE INITIATING ADMINISTRATOR AND CONTRACTOR PRIOR TO SUBMISSION FOR DISTRICT APPROVAL. WORK MUST NOT BEGIN PRIOR TO RECEIVING DISTRICT APPROVAL DESCRIBED BELOW.

Hayward Unified School District

By: Christy Gerren

Initiating Administrator

Title: Director

School/Dept: Student and Family Services

Date: _____

YMCA of the East Bay (Eden Area YMCA)

By: Contractor 

Title: PRES CEO

Date: 4 AUG 2015

94-1156317
Taxpayer Identification/Social Security Number

**AN AUTHORIZED HUSD REPRESENTATIVE MUST SIGN ALL
INDEPENDENT CONTRACTOR AGREEMENTS. AGREEMENTS OF
OVER \$5,000 MUST BE APPROVED BY THE SCHOOL BOARD
PRIOR TO COMMENCING ANY WORK.**

By: _____
Authorized HUSD Representative

HUSD Board Approval Date

Date: _____
