

**NAPA COUNTY OFFICE OF EDUCATION  
2121 Imola Avenue, Napa CA 94559**

This agreement for personal or subcontract services and/or advice is hereby entered into between the  
**NAPA COUNTY OFFICE OF EDUCATION  
AFTER SCHOOL EDUCATION & SAFETY PROGRAM**  
hereinafter "NCOE" and:

Contractor: **City of Napa**  
Street: **1100 West Street** City: **Napa** State: **CA** Zip: **94559**  
Telephone #: **707-257-9529**  
Taxpayer I.D. #: **94-6000380**  
School: **Phillips Charter, Shearer Charter and Snow Elementary**  
School Site: **Phillips Charter, Shearer Charter and Snow Elementary**  
hereafter known as "CONTRACTOR."

**1. TERM**

**CONTRACTOR** shall commence work on **8/1/2012**. The work shall be completed no later than **6/5/2013**.

**2. COMPENSATION**

a) **NCOE** shall pay an amount not to exceed **\$285,727.50** for all expenses and services provided under this Agreement as outlined in Attachment A.

Please note, NCOE and CONTRACTOR are mutually trying to find funds to hire AmeriCorps service fellows to provide focused tutoring services. Because they are still in negotiations the contract amount may be adjusted.

**Award per School:** Phillips Charter @ \$95,242.50, Shearer Charter @ \$95,242.50, Snow @ \$95,242.50

b) **CONTRACTOR** shall submit invoices to **NCOE**, detailing actual expenditures incurred in a format consistent with the budget and report schedule in Attachment B.

- **NCOE** shall pay 15% of the total contract amount upon execution of this agreement.
- **NCOE** shall pay up to 90% of the total contract based on expenditures invoiced.
- **NCOE** shall pay the final 10% after completion of the school year when all required reports are received by **NCOE** and the program is deemed compliant.

**Reports should be addressed to:**

Kasey Allen, Contract Analyst  
Napa County Office of Education  
2121 Imola Avenue, Napa, CA 94559

**NOTE: NCOE will provide payment based on expenditures in a timely manner, usually within 15 business days of receipt of invoice.**

**If the Attendance Reports indicate that less than 85% of the goal has been maintained, the total amount payable under this contract will be reduced in accordance with any reductions suffered by NCOE for the fiscal year due to attendance issues.**

c) Fiscal, Program and Attendance Reports shall set forth in detail outlined below.

- **Fiscal Invoice supported by the following:**

- Expenditure & match summary & detail – (Use Form 101)
- **Program Reports:**
  - Activity & Snack calendars for the entire month
- **Attendance Reports that indicate the following:**
  - Attendance entered through the end of the invoiced month
  - No duplicate entry of students

**NOTE: Incomplete Fiscal, Program and Attendance Reports and or expired certificates of insurance will cause a delay in reimbursement.**

**NCOE will provide payment based on expenditures in a timely manner, usually within 15 business days of receipt of invoice. If the Attendance Reports indicate that less than 85% of the goal has been maintained, the total amount payable under this contract will be reduced in accordance with any reductions suffered by NCOE for the fiscal year due to attendance issues.**

### **3. SCOPE OF SERVICES**

**CONTRACTOR** is specially trained and experienced and competent and agrees to provide the special services required on a limited basis to the **NCOE**. The **CONTRACTOR** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

**CONTRACTOR** understands and agrees that **CONTRACTOR** and all of its employees and subcontractors are not employees of the **NCOE** and are not entitled to benefits of any kind or nature normally provided employees of the **NCOE** and/or to which **NCOE** employees are normally entitled. **CONTRACTOR** shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **NCOE** on behalf of **CONTRACTOR** or its employees or subcontractors. **CONTRACTOR** is responsible for maintaining appropriate tax related records.

**CONTRACTOR** shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement.

### **4. PERFORMANCE**

In the performance of the work herein contemplated, **CONTRACTOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **NCOE** being interested only in the quality of the services and the results obtained.

**CONTRACTOR** shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NCOE** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **CONTRACTOR** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

**NOTE: NCOE and contractor will meet in December to review attendance to date. If the Attendance Reports indicate that less than 85% of the goal has been maintained, this contract will be deemed non-compliant and NCOE may negotiate a reduced contract, cancel this contract, or increase attendance requirements for the balance of the year without 30 day notice.**

### **5. INDEMNIFICATION**

## **ATTACHMENT 1**

**CONTRACTOR** agrees to hold harmless, indemnify and defend **NCOE** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement. **CONTRACTOR** also agrees to hold harmless, indemnify and defend **NCOE** and its trustees, officers, 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.

### **6. INSURANCE**

During the term of this contract and any extension or modification thereof, **CONTRACTOR** shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least \$1,000,000 combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, **CONTRACTOR** shall provide **NCOE** with a **certificate of insurance and an endorsement page naming the Napa County Office of Education, its Board of Trustees, officers, employees, volunteers and students as additionally insured**. Coverage provided by this policy shall not be cancelled or materially changes without thirty (30) days written notice given to **NCOE**.

### **7. TERMINATION OF CONTRACT**

Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination. If contract is terminated, **CONTRACTOR** will be paid for all work completed.

### **8. CONTINGENCY CLAUSE**

It is mutually understood between the parties that this Agreement may have been written before the passage of the State of California budget for the 2010-11 fiscal year, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that budget was passed.

This Agreement is valid and enforceable only if **NCOE** does in fact receive fully ASES and 21<sup>st</sup> CCLC grants from the State of California for fiscal year 2011-2012 obligating sufficient funds for the purpose of this program.

### **9. WORK TO BE PERFORMED**

Services to be rendered to **NCOE** by the **CONTRACTOR** as described in Attachments:

- **A** – Work to be Performed (complete and include with contract)
- **B** – Invoice Timeline
- **C** – Data Collection Requirements
- **D**– School District Facility Use Agreement procedure

Additional attachments:

- Expenditure & Match Summary Template (Form 101)
- Employee List – TB & Finger Print Clearance (Form 102)
- Fingerprint clearance requirements
- Instructional Assistant District Requirements
- Napa County Office of Education Early Release Policy Template
- Principal Approval Form
- CDE's After School funding FAQ

**NCOE**

**CONTRACTOR**

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Chief Business Official

Contractor/Officer

Joshua Schultz

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Print Name

Print Name

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Date

Date

## ATTACHMENT "A"

The Contracted Agency recognizes that Napa County Office of Education (NCOE) is the grantee agency for ASES and 21<sup>st</sup> Century Community Learning Funds and will act as the fiscal agent and the administrative arm to these programs in liaison with the State of California. The Contracted Agency and NCOE will work in partnership to provide quality after school programs and services to students in Napa County and specifically to the school for which funding is intended. The NCOE has a responsibility by law to ensure regulatory compliance by the contracting agency in the performance of this contract.

The Contracted Agency agrees to provide administrative costs from other funding received by the agency. These costs may be used to meet "match" requirements. 100% of the funds from this contract will be used for direct student services. Under no circumstances may funding from this contract be used for administrative purposes unless prior written arrangements have been made in order to ensure compliance with administrative regulations.

**WORK TO BE PERFORMED**

Contracted Agency will operate a quality after school program with adherence to the regulatory requirements as described below for:

- Phillips Charter- attendance requirement @ 14,940/year, approx. 83/day
- Shearer Charter- attendance requirement @ 14,940/year, approx. 83/day
- Snow Elementary - attendance requirement @ 14,940/year, approx. 83/day

**Hire staff** required to operate the after school program in accordance with guidelines listed below.

- All sites are required to designate a site supervisor. The site supervisor **MUST** be approved by the principal either in writing, or via an e-mail to the Napa County Office of Education Director or designee.
- All staff members who directly supervise pupils must meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. (See attached job description).
- The agency is required to maintain a pupil-to-staff member ratio of no more than 20:1 using the IA criteria for minimum qualifications.
- To enrich the program, the agency may bring in other staff, such as volunteers, artists or parent workers, but **ONLY** those meeting the IA qualifications may be counted towards the required ratio.
- All staff and volunteers must fulfill health screening and fingerprint clearance requirements in current law according to district policy and provide proof to NCOE.
- Fingerprint reports shall be monitored to ensure non-violation status. If a violation occurs, immediate action will be taken to remove individual from program.
- Provide a list of employees for each site to NCOE which includes designated Site supervisor and Instructional Aides.
- Develop staff training plan that meets Core Competencies listed below and submit to NCOE by the end of August 2012. NCOE will provide information about various other training opportunities for after school professionals and contracted agency is highly advised to attend or send representation when deemed critical by NCOE.

**Core Competencies for Youth Work Professionals in Out-of-School Time programs:**

1. Knowledge of the principles and practices of child and youth development and ability to use this knowledge to achieve the goals of the program.
2. Ability to comply with applicable safety and emergency requirements.
3. Ability to promote an inclusive, welcoming, and respectful environment that embraces diversity.
4. Ability to foster academic and non-academic skills and broaden participant horizons.
5. Ability to effectively implement curricula and program activities.
6. Ability to promote responsible and healthy decision-making among all participants.
7. Ability to develop leadership, team-building and self-advocacy skills among participants.
8. Ability to behave professionally.

Or develop a training plan that aligns with the California After-School Program Quality Self-Assessment Tool. Include a schedule of regular, performance-based staff assessments of their work and provide opportunities to build needed skills.

- NCOE will work with sites deemed to have difficulty in meeting program goals to help develop a corrective action plan which may include required training.
- **Operate Programs** each school day in accordance with program regulations which state:

- Elementary Schools- Begin operation immediately upon the end of the regular school day and operate for a minimum of 15 hours per week and until at least 6:00 p.m., on every regular school day.
- **Maintain attendance**
  - Elementary Students are expected to attend the after school program 5 days per week.
  - Enrollment priority must be given to pupils who will attend daily.
  - Accurate daily attendance records must be maintained and *City Span* must be used to report attendance to NCOE; hard copy back up of NCOE approved sign in/sign out sheets must be maintained for audit purposes. *City Span* reports can be printed out and should be audited by contracted agency to ensure accuracy with hard copy sign in sheets.
  - A sign in/out attendance collection procedure must be established and submitted to NCOE for approval.
  - An early release policy must be adopted which is in accordance with the District early release policy – see attached template.
  - An attendance level of at least 85 percent of the attendance goal must be maintained as identified at the top of this Attachment.
  - Notify NCOE if any attendance problems become obvious. NCOE will assist in providing technical assistance to the site if attendance becomes an issue. Future funding is jeopardized if attendance goals are not met.
  - NCOE must pre-approve changes to *City Span* attendance once CDE report has been filed.
- **Provide a safe physical and emotional environment** and opportunities for relationship-building and to promote active pupil engagement.
  - Align emergency procedures with school
  - Train staff on after school safety & emergency procedures including parent reunification policies
  - Post safety procedures & emergency contact information
  - Maintain current student & staff emergency contact information.
- **Operate a quality program** which aligns to best practices in the after school field and to the requirements of the grant. This includes:
  - Collaboration and coordination with the regular school day teachers & administration
  - Provision of a daily snack that conforms to nutrition standards as established by the U.S. Department of Agriculture.
  - An academic element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science, and computer training.
  - An educational enrichment element that may include, but is not limited to, fine arts, recreation, physical fitness, and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health promotion, general recreation, career awareness and work preparation activities, community service-learning, and other youth development activities based on students' needs and interests.
  - Maintenance of a daily activity log which can be provided to NCOE or auditors upon request.
  - Share responsibility for the quality of the program with collaborative partners including the school districts, NCOE and other providers of after school programs. Participate with NCOE sponsored grants that impact after school programs. This includes required training and data collection.
  - Allow participation of any student of a participating school regardless of their ability to pay a fee. If total enrollment numbers are met, the agency may develop a waiting list and must work with the school to prioritize enrollment criteria. If a fee is charged, a scholarship or waiver must be easily available to the student.
- **Follow all fiscal guidelines** for program as established by the State of California, the Federal Government and Napa County Office of Education. This responsibility includes:
  - Any program found out of compliance with State or Federal requirements will bear the risk of audit exceptions caused by program non-compliance.
  - Supplement, but not supplant, existing funding for after school programs with after school grant funds.
  - Maintain all fiscal and hard copy attendance records for five years.
  - ASES funded sites: Provide at least 33% cash or in-kind matching funds – ensure that not more than 25% of the match requirement is fulfilled by facilities or space usage.
  - Use after school funds for allowable direct service program costs only, including:
    - instructional materials
    - nutritious snacks; however, as an alternative to costs associated with providing mandatory snacks, NCOE serves as a sponsor for the Child & Adult Care Food Program which offsets those costs; therefore providers with reimbursement requests for mandatory snacks will be required to participate in the food service program offered.

## ATTACHMENT 1

- salaries and benefits paid to those who provide direct services to students
  - costs of providing staff development to after school staff who are fully assigned to provide direct services to students
  - proportion of management assignment that provides staff development and coaching to after school staff who are fully assigned to provide direct services to students, prior approval is required
  - costs of enrichment services that directly benefit students
  - Student incentive items are limited to instructional materials only. Unallowable incentives include; personal items, gift certificates, gift cards, etc.
- Prior approval from NCOE is required for purchasing individual items costing \$500 or more (inclusive of tax) as well as any equipment/electronic type items such as cameras, I-pads, Wii, etc.
  - All items purchased with after school funds must be maintained and tracked and will remain the property of NCOE. Upon termination of contract, items must be returned to NCOE.
- **Partner with outside agencies** to encourage youth and families to build their family connectedness and promote extended learning and literacy.
  - **Notify school principal** of planned off-site activities such as field trips. Adhere to district field trip requirements which will be provided by NCOE.
  - **Cooperate with all program compliance** reviews including those conducted by the State of California (CPM), NCOE, Alameda County Office of Education and those required by cooperative grants such as the Character Ed, Mentoring and Readiness and Emergency Response Management (REMS) grants. Supply documentation as required for auditing purposes including but not limited to: After School employee timesheets, attendance & expenditure records.
  - **Cooperate with Assigned Evaluator** on evaluation components as per attachment “C.”

**SAMPLE BUDGET FORMAT**

**\*\*Note: Reimbursable expenses are limited to direct program costs only  
 Administrative expenses are limited to match requirement only**

*Insert providers name*

**After School Program Budget for *(insert school name)***

**2012-2013**

	<b>Budget</b>	<b>33% Match</b>
<b>2000-Personnel Salaries</b>		
<b>3000-Personnel Benefits</b>		
Subtotal		
<b>Books &amp; Supplies</b>		
<b>Supplies</b>		
<b>Services &amp; Other Operating Expenses</b>		
Subtotal		
<b>TOTAL:</b>		

**Food purchases are limited to mandated nutritional snacks for after school program only**

**ATTACHMENT "B"**

Program Period	Due	Due Date	Payment Date	Payment Amount
Startup	Signed Contract with Attachments, Budget, Facility Agreement, Principal Approval Form, Certificate of Insurance, Invoice for 15% startup	8/10/2012	8/24/2012	15% of total contract
August, 2012	1st Expenditure Invoice, Instructional Assistant/Fingerprint & TB clearance, Activity & Snack Calendar, Attendance reports <b>21st CCLC data entered into program fields for Annual Performance Report (21st sites only)</b>	9/7/2012	9/21/2012	based on expended
<b>1st Quarter Due (Aug-Sept) September, 2012</b>	2nd Expenditure Invoice, Activity & Snack Calendar, Attendance reports	10/5/2012	10/19/2012	based on expended
October, 2012	3rd Expenditure Invoice, Activity & Snack Calendar, Attendance reports	11/9/2012	*11/30/2012	based on expended
November, 2012	4th Expenditure Invoice, Activity & Snack Calendar, Attendance reports	12/7/2012	12/21/2012	based on expended
<b>2nd Quarter Due (Oct-Dec) December, 2012</b>	5th Expenditure Invoice, Activity & Snack Calendar, Attendance reports <b>Attendance must be current in Cityspan for 1st Semi Annual Attendance Report</b> <b>*NCOE will review attendance for compliance</b>	1/4/2013	1/18/2013	based on expended
January, 2013	6th Expenditure Invoice, Activity & Snack Calendar, Attendance reports	2/8/2013	2/22/2013	based on expended
February, 2013	7th Expenditure Invoice, Activity & Snack Calendar, Attendance reports	3/8/2013	3/22/2013	based on expended
<b>3rd Quarter Due (Jan-Mar) March, 2013</b>	8th Expenditure Invoice, Activity & Snack Calendar, Attendance reports	4/5/2013	4/19/2013	based on expended
April, 2013	9th Expenditure Invoice, Activity & Snack Calendar, Attendance reports	5/10/2013	5/24/2013	based on expended
May, 2013	10th Expenditure Invoice, Activity & Snack Calendar, Attendance reports	6/7/2013	6/21/2013	maximum of 90% of total contract
<b>4th Quarter Due (April-June) June, 2013</b>	11th Expenditure Invoice, Activity & Snack Calendar, Attendance reports <b>Attendance must be current in Cityspan for 2nd Semi Annual Attendance Report</b>	**6/14/2013	7/12/2013	final 10%

**ATTACHMENT 1**

**NOTE: Incomplete Fiscal, Program and Attendance Reports and or expired certificates of insurance will cause a delay in reimbursement.**  
 You have the option of submitting all required documents monthly OR quarterly, please inform NCOE of your preference prior to 1st payment. Invoices received before due dates will be processed in a timely manner, usually within 15 business days of receipt of invoice.  
 \* Please note - No checks are processed during this Holiday week.  
 \*\*In order to make NCOE's last check run for 2012, final invoices will need to be received by June 14, 2013

**ATTACHMENT "C"**

**DATA COLLECTION REQUIREMENTS FOR SERVICE PROVIDER CONTRACTS**

Program evaluation is a required component of all After School Education & Safety grant-funded programs, services, and activities. NCOE provides an Evaluator for the After School Education & Safety Program/21<sup>st</sup> Century Community Learning Centers. As such, the Evaluator, in consultation with NCOE and/or CalStat, will develop a comprehensive evaluation plan that includes the data collection responsibilities for each of the contracted service providers. Until the data collection plans are developed and approved, you must agree to the following statement as an indication of your agency's willingness to collect and submit evaluation data.

As a recipient of funds, I understand that NCOE is required to collect and submit program evaluation data including, but not limited to, the following:

- Require staff to participate in interviews, focus groups, and/or mailed surveys
- Administering student and/or family assessments (pre-post, exit, and/or follow-up)
- Use of Attendance data tracking systems
- NCOE, and CalSERVES will be given unlimited access to program records including client records, attendance records, program pre and post test surveys, program curriculum and any other materials that may be pertinent to effectively evaluating the program.

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date